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Current Topics.

The Master of the Rolls.

IT APPEARS that there have been rumours, though they had not reached us, that Lord COZENS-HARDY intended to resign. We are glad to see it authoritatively announced that there is no foundation for such rumours. Any such step would deprive the Court of Appeal of a judge whose character and abilities have won universal esteem.

The Liverpool Court of Passage.

WE ARE glad to call attention to the interesting account on another page of the official visit of Mr. ARTHUR S. MATHER, the Lord Mayor of Liverpool, to the Liverpool Court of Passage, of which he is nominally the judge. Logically there may be no reason for the continued existence of local courts of record side by side with the High Court and the county court, and most of them have either died a natural death or are moribund. The Civil Judicial Statistics for 1913 mention a number in which there were no causes for the year, but the Liverpool Court of Passage had 4,204 plaintiffs entered, though the vast majority were for sums not exceeding £20; and other courts with substantial business are the Bristol Tolzey Court, the Derby Borough Court, the Norwich Guildhall Court, and the Salford Hundred Court of Record, which, with 7,347 plaintiffs, heads the list. The business which these courts attract shews that they are something more than a picturesque survival, and they are locally useful as well as interesting.

The Trading with the Enemy Amendment Bill.

A FURTHER step in the direction of preventing the carrying on of trade for the benefit of enemies is proposed by the Trading with the Enemy Amendment (No. 2) Bill which has been introduced in the House of Commons by the Solicitor-General. Under the Trading with the Enemy Act, 1914, there is power to inspect the books of firms or companies under the control of enemies, and also power to appoint controllers of enemy businesses, and by the Amendment Act of 1914 the

latter power was extended so as to enable the Board of Trade to apply to the Court in any case in which the Board think it is in the public interest that a controller should be appointed owing to circumstances or considerations arising out of the present war. The latter Act also provided for vesting enemy property in certain cases in the Custodian, that is, the Public Trustee. The present Bill extends these powers as to control of enemy businesses and vesting of enemy property. In cases where a business is carried on wholly or mainly for the benefit of or under the control of enemies, the Board of Trade may make an order either stopping the business during the war or requiring it to be wound up, and may appoint a controller to give effect to the order (clause 1). This alters the procedure under the previous Acts by omitting the application to the Court. There should, however, be such an application. The proposal contemplates an interference with property, and this should only be done under the order of the Court. No doubt the Bill represents the wishes of the Board of Trade, and the Legislature just now is not likely to examine it very minutely. The antipathy to German trade is too strong. But, none the less, the intervention of the Court should be a *sine qua non*. Clause 2 extends the power to appoint inspectors and supervisors, and clause 3 confers on the Board of Trade power to vest enemy property in the Custodian. This again is a quite improper reversal of the policy of the Amendment Act, 1914, under which the vesting order is made by the Court. Clause 8 gives power to refuse registration of a company where any subscriber or proposed director is an enemy subject, and clause 9 gives the Board of Trade power to petition for the winding-up of companies registered here which carry on business abroad in such a way that, if carried on here, it would amount to trading with the enemy. As to all this legislation it has to be remembered that it should be aimed merely against increasing the resources of the enemy during the war, and so far as it goes beyond this, it may very well hurt us as much as the enemy. And the Bill should be amended by requiring an order of the Court before any property, whether enemy or not, is interfered with. Any other course goes very near the confiscation of enemy property which has not been known in this country for over a century.

The Military Service Bill.

SO FAR AS the House of Commons is concerned the passage of the Military Service Bill appears to be assured, and the same may, no doubt, be said of the House of Lords, though we shall be interested to hear the criticisms in the latter House where, during the war, there has been less disposition than in the House of Commons to throw over fundamental principles. We pointed out last week the circumstances under which the measure might expose persons who declined to submit to it to the penalty of death. We are glad to see that the Attorney-General has given a formal assurance in the House of Commons in the following terms:—

It is intended that no man who is deemed to have enlisted and has been transferred to the Reserve under this section shall be liable to suffer the death penalty in respect of failure to obey an order calling him up from the Reserves for service with the colours.

It would be better if this was embodied in the Bill. Sir FREDERICK SMITH also stated that in no case during the war has any soldier in this country been shot, but, as we read his speech, the statement is carefully confined to this country, and there is no assurance as to what may have been going on abroad. We also pointed out last week that the temporary nature of certificates of exemption granted on industrial grounds rendered a workman liable to automatic conscription if he was dismissed from the employment which furnished the ground of his exemption. This Mr. BONAR LAW stated in the House of Commons on Wednesday would be met by an amendment fixing a period of six weeks before a man who had lost the employment which exempted him should again come under the Act. In principle we should imagine that there is no argument for military conscription which could not, at the present time, be equally used in favour of industrial conscription; but admittedly the present Bill is opportunist in its

character, and it is understood that military conscription is only feasible if industrial conscription is carefully kept out of the way. Even so, it is by no means clear what the ultimate effect of the measure will be, and the natural desire of the Government not to put conscription into actual operation in this country probably accounts for the reopening of recruiting under Lord DERBY's scheme.

The Conscientious Objector:

APART FROM questions specially affecting industrial workers, the most interesting feature in the Bill is its treatment of the conscientious objector, and the Government have very properly realized the gravity of the problem; but we are surprised to see the statement, first by Mr. ASQUITH in introducing the Bill, and again by Mr. BONAR LAW on Wednesday, that the "conscience clause" follows Australian or New Zealand models. Mr. BONAR LAW's statement is that "the Government here have practically introduced, as far as they can, the very methods adopted in the Australian Act in dealing with the subject." The proposal of the Bill is that a certificate of exemption may be granted "on the ground of a conscientious objection to the undertaking of combatant service" (Clause 2 (1) (d)). But this is altogether different from the Overseas Acts, and we are glad to note that it is far wider. We printed recently (*ante*, p. 184) the provision in the New Zealand Defence Act, 1909, which exempts any person from bearing arms "if the doctrines of his religion forbid him to do so"; and the Australian Defence Acts, 1903-9, provide by section 61 in similar terms:—

The Governor-General may by Regulations declare that persons shall be exempt from service in the Defence Force, provided that persons whom the doctrines of their religion forbid to bear arms or perform military service shall be exempt upon such conditions as may be prescribed.

Thus the Colonial statutes operate only in favour of persons professing some particular form of religion, the tenets of which include a prohibition of bearing arms. The best-known form is that of the Society of Friends, though there may be other Nonconformist sects which follow the same course. But the present Bill, in dropping all reference to particular forms of religion, and speaking only of "conscientious" objection, places the matter on a totally different ground. To know what conscience is we turn to LOCKE, and we find that it "is nothing else but our own opinion or judgment of the moral rectitude or gravity of our own actions" (Essay Concerning Human Understanding, Bk. I., chap. 3, section 8); and what is each man's opinion only he himself can state. Tribunals which have to deal with conscientious objectors will no doubt find themselves in difficulty if they wish to apply the Act properly, and the question they will have to decide will be quite different from that under the Colonial statutes. The belonging to a particular denomination may be relevant, but it will not, if the tribunals do their duty, be the governing consideration. The objection is to be "conscientious," whether it is religious or not, and no man knows his own conscience save himself. The Vaccination Act, 1907, recognized this by substituting a statutory declaration for a certificate of exemption, and it is difficult to see how a conscience clause can be satisfactorily worked in any other way.

Deposit Scheme and Trustees.

A CORRESPONDENT, "W. B.," whose letter we print elsewhere, suggests that the Government War Obligations Act, 1915 (5 & 6 Geo. 5, c. 96), meets the point put by our correspondent, "E. L. E.," last week as to the deposit of American securities by trustees. The provision of the Act to which "W. B." refers is as follows:—

2.—(1) Securities may be deposited with the Treasury or given to the Treasury in exchange for Government securities, for the purpose of, and in accordance with the conditions of, any Treasury securities deposit scheme, notwithstanding that those securities are subject to any trust, and notwithstanding any provisions of the trust, whether arising by deed, Act of Parliament, or otherwise; and any persons holding any such securities are hereby expressly authorized so to deposit the securities or give them in exchange in

accordance with any such scheme, and shall not be liable for any loss arising therefrom, and, in the case of a company, or body of persons, are so authorized notwithstanding anything in their constitution.

And a "Treasury securities deposit scheme" is defined by section 1 as a scheme, in connection with any arrangements for regulating foreign exchanges, for enabling securities to be placed at the disposal of the Treasury. Now the Dollar Securities Scheme was advertised in the *London Gazette* of 17th and 21st December (*ante*, p. 159), and the above Act was passed on 23rd December. In the *Gazette* of 17th December the Treasury undertook to recommend to Parliament legislation for enabling trustees to take advantage of the scheme, and to hold Treasury certificates in place of the securities deposited. Surely this contemplated something different from the War Obligations Bill, which, in fact, was introduced at the beginning of December, and therefore some time before this further legislation was promised. This would be immaterial if the Act did, in fact, authorize the deposit of trust securities, but we do not see that it does. It authorizes deposit in exchange for Government securities. All that is given under the Treasury scheme is, so far as we see, a Treasury certificate; that is, we presume, a certificate of deposit or a receipt. This does not seem to be a Government security in the usual acceptation of the term, and we are not clear that the War Obligations Act covers the point. We incline to think it does not.

Personation in the Jury Box.

THE Divisional Court has just disposed of the rule for the issue of a writ of attachment which was granted last week in *Re Hobbs v. National Steam Car Co. (Limited)*; *Rex v. Levy* (*Times*, 18th inst.). It appears that the defendant Levy's brother was summoned on a jury, but was unable to attend, so the defendant good-naturedly took his place—and presumably decided the point at issue, just as his brother would have done. But an aggrieved party found out the personation, and moved for his attachment, on the ground that he had committed a substantive contempt. When the preliminary *ex parte* application was made last October, BRAY, J., was at first inclined to think that the circumstances disclosed a common law offence—perhaps obtaining the jury fee by false pretences, or illegal usurpation of a public duty. But in any case the existence of such an offence could not purge the contempt of court, or prevent a writ of attachment from issuing; the maxim *nemo debet bis vexari* does not apply where one alleged wrong is civil and the other is criminal. The Court has now held that a contempt had clearly been committed, and has ordered the defendant to pay costs, allowing the writ to be withdrawn on tender of an apology. Clearly the course of justice is interfered with if an unauthorized person adjudicates upon a case; and if he does so wilfully, his conduct amounts to a contempt.

Double Nationality.

THE QUESTION of "Double Nationality" has come before the courts in more than one recent case, but in *Simon v. Phillips* (*Times*, 19th inst.) it arose in a wholly novel form in a case stated by a Metropolitan magistrate under section 1 (4) of the Aliens Restriction Act, 1914:—"If any question arises in any proceedings under such Order [*i.e.*, an Order made under the Act] whether any person is . . . an alien of a particular class or not, the onus of proving that that person is not . . . an alien of that class shall be upon that person." The facts were as follows:—SIMON was born in a German State, but went to America at eighteen, and never returned to Germany. He obtained at the age of twenty-two a certificate discharging him from German nationality because of his emigration to America, and it was agreed that by German law he had ceased to be German. Three years later—in 1894—he became naturalized in New York State, but soon afterwards came to England, and thereby lost American nationality by expatriation under an American law. What is SIMON's present nationality? He was summoned under the Aliens Restriction Order for failing to register as a

German alien enemy, and therefore, under the above subsection of the Act, the onus of proving that he is not an alien enemy was cast upon him. The magistrate took, apparently—if one can trust the account of his reasons given in the judgments of the Divisional Court—a very curious point of view. He regarded all the above facts as proved or admitted, but held that the question of SIMON's nationality was one of foreign law, and therefore a question of fact, so that SIMON must discharge the onus by satisfying the magistrate that in fact he was not of German nationality. Being unable to decide what in law was the status of SIMON under the circumstances, he held that SIMON had not discharged the onus of proof—so we gather from the judgments in the Divisional Court—and accordingly must be deemed to be an alien enemy and convicted. This view the Divisional Court upheld. But surely there is here a strange error. The question of SIMON's nationality in the circumstances is one of private international law, and therefore of English law; it is not a question of fact at all. The court must decide any necessary question of law that arises, and cannot say that a party has failed to discharge an onus of proof cast upon him merely because it cannot make up its mind on what is a knotty legal problem.

First or Last Nationality.

Now we frankly admit the difficulty of the point before the Court, which is not on all fours with recent decisions as to nationality under *habeas corpus* writs, such as *Rex v. Superintendent of Albany-street Police Station* (1915, 3 K. B. 718). The point is a curious one, and we can find no authority really relevant in the text-books on International Law. SIMON is admittedly of German nationality by origin, and admittedly lost his German nationality under German law. The question of a secret retention of German nationality—which has arisen in some other cases—does not arise here. His latest nationality was American, but that also he has lost under American law. He has not acquired English nationality, for he has not become naturalized under our laws. He cannot be of "no nationality," for that is a position not recognized by our law. Is his nationality German because he was born in Germany, or American because his last recognized nationality was American? In other words, where a man has lost his foreign nationality, and is repudiated as a subject, both by the law of his country of origin and by that of his acquired sovereign, what is the presumption of English law as to his nationality? *A priori* we should be inclined to say that, since he was an American subject, and has not succeeded in acquiring English or any other nationality, he remains an American national for the purposes of our law. The "*patria*" which he is not allowed to renounce under the common law doctrine of "*nemo potest exuere patriam*" is his latest "*patria*." But, on the other hand, it is equally arguable that where municipal systems of law both repudiate a man, the *jus naturale* decides, and the test of nationality, under the *jus naturale* is presumably "birthplace." Still, however difficult the point, it is a pity the Divisional Court did not help us by facing it boldly instead of riding off on a side issue.

False Representations as to the Characters of Third Persons.

A RECENT case at the Old Bailey in which a medical practitioner was acquitted of a charge under the Defence of the Realm Regulations of vouching from his own personal knowledge, contrary to the fact, that a woman, the wife of a foreigner, was a fit and proper person to receive from the Foreign Office a passport for travelling in Europe, may well draw our attention to the carelessness and inaccuracy with which replies are often made to inquiries as to the character of and reputation of third persons. Indolence, timidity, or good nature, lead many masters of servants to give them characters which are more or less undeserved, or to conceal the truth upon any particular point as to which questions have not been asked. Some persons excuse themselves by referring

to the great inconvenience of speaking exclusively from personal knowledge, but this will hardly justify a voluntary statement which goes obviously beyond the limits of truth. It is tolerably well known that some of the leading clubs in the West End are accustomed, shortly before the election of candidates, to exhibit proposals for their election, and invite members to countersign these proposals from personal knowledge of each candidate. And it must be equally well known that many persons think themselves justified in signing these papers merely because they are requested to do so by some friend or acquaintance, and have themselves, taking the invitation in its plain and ordinary meaning, no knowledge whatever of the candidate. It may perhaps be said that their conduct in this respect is supported by general usage, and their "suretyship for strangers" does not often lead to unpleasant consequences. But the paper is issued for the welfare and security of the whole society, and unless it is interpreted and acted on in the sense in which it is intended it can afford no security whatever. The transgression is not less because it is not the subject of any specific penalty.

Applications under the Courts (Emergency Powers) Act.

BARRISTERS, LIKE the members of other professions, cannot always pick and choose the business which is offered to them. We have even heard an eminent Crown officer tell his junior with much energy that he "hated these bankruptcy cases." The depression in the cause lists since the beginning of the war has caused many junior barristers practising in the King's Bench Division to pay more than their usual attention to business transacted out of court, which includes references before the Master. Such references where the Master is authorized to dispose of the whole matter in dispute are generally regarded with favour. But, as is well known, a new class of business has been created by the Courts (Emergency Powers) Act, 1914, which is highly distasteful to many of the Bar. Under that Act the Master has an absolute discretion to decide whether a tenant who is in default in payment of his rent shall have a distress put in upon the goods in his house; whether, where the instalments under a hiring agreement with respect to furniture are in arrear, the owner of the furniture shall take possession; or whether, under a power of re-entry for breach of the covenants in a lease, the tenant shall obtain relief from the forfeiture, and, if so, upon what terms. In these applications it is necessary to cross-examine deponents upon their affidavits, and to scrutinize closely the books of the debtor who is resisting the application. And assuming that the creditor, after a fatiguing and acrimonious contest, is authorized to proceed to the enforcement of the judgment or order which he has obtained, the unpleasant fact remains that the fee allowed to his counsel is not to exceed two guineas, and the costs of his solicitor are limited to an amount which is wholly unremunerative.

The Use of a Codicil.

EVERY codicil is a component part of the will to which it belongs; and in approaching the interpretation of more than one testamentary instrument, one has to assume that the testator had some testamentary intentions when he executed each or every supplementary instrument. In ascertaining and giving due effect to these intentions—and the intention of a testator is, we know, the pole star by which one should be guided—an interpreter must do his best to reconcile any incongruous provisions; may expound, if he can, one part by another; and should ask himself with what intention every instrument was executed. It is too frequently unfortunate for him that he cannot repose on the easy pillow of saying that the whole thing, or a certain section of it, is void for uncertainty, unless, as sometimes happens, it is utterly impossible to put any meaning to it.

Fully recognizing the truth of these remarks, is it to be wondered at that a draftsman deprecates, and is loath to

prepare, a codicil, especially when it will be one of many, except for the simplest purposes? Successfully and skilfully to fit in the testator's *addenda et corrigenda* with the original is no mere child's play; and when, under pressure of emergency or circumstances, a draftsman has for more complicated purposes acquiesced in a codicil, he may, notwithstanding all his vigilance, feel not best pleased with, or very proud of, his achievement.

There are, however, at least two cases in which a codicil may be legitimately employed for extensive alterations. The first is where a testator is bequeathing several legacies or trust funds, and, while as to the majority of them and the disposition of his residuary estate his mind is settled, as to the remainder of the legacies or trust funds he is not so certain, either as to the amount or the method of disposition, for some good reason or another; such as, whether the value of his estate appreciates or depreciates, or how the legatees progress or are advanced in life before his death. In these circumstances may not the latter legacies and funds conveniently and properly be the subject of a first codicil (dated and signed after the will)—the will dealing only with the general and settled dispositions? Then, when the testator sees occasion to alter his mind, all that has to be done is to substitute another codicil which confirms the will (destroying the former one), and none of the relatives is informed what might have been, and there are no revoked sentences or clauses to trouble a reader. The chief danger in such a course is that, at the testator's death, a codicil may not be found, and the facts may be similar to those in Mr. DEBAC's case. It will be remembered that Mr. DEBAC executed a codicil which revoked certain portions of his will, and was then told that he could revoke this codicil by destruction or by executing another will or codicil. Some months later both the will and the codicil, in separate sealed envelopes, were handed to him by his solicitor. After his death there was found the will only, the seal of its envelope being broken; and it was held that, although the presumption of law (*Patten v. Poulton*, 1 Sw. & Tr. 55, 61) that the testator destroyed the codicil *animo revocandi* must prevail, probate could only be granted of such parts of the will as the destroyed codicil had not revoked (*In the Goods of Debac*, *Sanger v. Hart*, 77 L. T. Rep. 374). In other words, it seems that if a gift be revoked by codicil, the mere revocation of the codicil does not revive that gift.

The other case, where, as we think, extensive alterations may properly be effected by a codicil, is where the codicil is desired to be a conditional or contingent one. In times of war, and in an age of travel to distant places, there will be many who feel that they may die without information as to an accession to wealth, or the death of relatives, or other information which would cause them to make an immediate and significant alteration in their will, and yet who hesitate to express their wishes in certain events lest such expression may prove an apple of discord, and by the interested persons be deemed, in some way, morally binding on those to whom the property is first given absolutely. As we need not remind the reader, if a codicil be expressed so as to take effect only in the event of a certain contingency or condition, and if that event do not happen, then the codicil has no effect as a testamentary instrument (*Parsons v. Lanoe*, 1 Ves. Sen. 190; *Sinclair v. Hone*, 6 Ves. 607), and it will not be entitled to probate unless it has the effect of republishing the will, or of rendering a will not duly executed valid (*In the Goods of Da Silva*, 2 Sw. & Tr. 315). This rule seems to be a happy way out of his difficulty for anyone in a position such as we have just supposed, because, if the contingency or condition fail, his executors can, more especially if so directed by a letter, suppress the codicil, none of the beneficiaries mentioned in the will or codicil will be one whit the wiser, and a quantity of useless provisions will be neither registered, engrossed, and collated for probate at some expense, nor open, for a small fee, to the gaze of any member of an inquisitive and curious public.

In exceptional cases such as these, how can a testator reasonably be charged with abusing the freedom in form and in

prose which English law gives him in expressing his testamentary wishes? Whensoever he resolves to express some wishes by codicil, it will, however, be well for him to fix beyond dispute of what testamentary instruments his will is to consist (cf. *In the Goods of Chilcott*, 1897, P. 223), to see that they are consistent and harmonious, and to confirm former ones by the new codicil, remembering that, in a contest for large legacies under dispositions made by a former Marquess of HERTFORD, it was held that a confirmation of all a testator's will and codicils only extends to such of them as are duly executed (*Countess de Lichy Ferraris v. Marquess of Hertford*, 3 Curt. 468). He should also bear in mind that, as Lord CAIRNS said, "the principle is perfectly clear that where you have a distinct disposition made by a will, that disposition cannot be revoked by codicil except through the medium and use of words equally clear and distinct" (*Kellett v. Kellett*, L. R. 3 H. L. 160, 167), an important leading principle of construction that has found expression in other cases (see *Hearle v. Hicks*, 1 Ch. & F. 20, 24; *Re Stoodley*, *Hooson v. Locock*, 59 SOLICITORS' JOURNAL, 681; 1915, 2 Ch. 295). In the most recent case illustrating this principle, a testator, by his will, had given his residuary estate to certain charitable purposes. A little more than two years after he, by a codicil executed on his deathbed, gave the residue of his estate not bequeathed by the will absolutely to a lady. Mr. Justice EVE, having regard to the words of exception, considered that the testator, when making this codicil, was not contemplating the true residue, but the surplus which might ultimately fail to reach its destination under the terms of his will; and accordingly he held that there was no revocation of the residuary gift in the will, and that by the residuary gift in the codicil only such portion (if any) of the residue passed as might ultimately be found to have been ineffectually disposed of by the will (*Re Stoodley*, *Hooson v. Locock*, *ubi sup.*, but cf. *Percira Worsley v. S. P. G.*, 56 SOLICITORS' JOURNAL, 614; and since this article was in type, *EVE, J.*'s decision has been reversed by the Court of Appeal, as reported on another page). This interpretation will appeal to most readers as the only one which gives effect to the testator's equivocal language, but it may be confessed that it is one of those decisions which recall some pungent remarks of FEARNE upon the uncertainty attending any discretionary exposition of a testator's implied intention. He wrote:—

The implied intention of a testator is at best uncertain; frequently very doubtful; favour, affection, caprice, nay, different habits of thinking and modes of expression in different men, will occasion different constructions of the same will. Very often, I'll venture to say, a testator himself would be at a loss to fix or expound his own intention, when the reason, humanity, or ingenuity of a judge might conceive it clear as daylight. Whoever has been conversant in settling the wills of testators must often have experienced the truth of this position; and if a testator himself be at a loss to ascertain or expound his own intention, we are certainly not to wonder that other men should differ widely in their constructions of it. . . .

It is evident, therefore, no sort of reliance can be had upon titles depending on discretionary construction until they have received the sanction of a court of justice. (Fearne, Cont. Rem. 171.)

The danger would, it may be observed, arise, if ever, with the commendable desire to elucidate an obvious ambiguity and end a dispute, or, in professed pursuance of the modern doctrine not to hold a will void for uncertainty, too great a disposition was shown to give a meaning to every piece of discordant or unintelligible prose in which a testator may please to indulge. It has to be remembered that the proprietary right entrusted by the Legislature in comparatively modern times enables a testator to annul or regulate the rights of his heir and next-of-kin over his property at his death; and if ever this modern doctrine were pushed to such lengths that this right became, in cases of testamentary doubt or difficulty, delegated in effect to others after his death, would there not arise a case of undoubted hardship to these persons if thus disinherited?

Cardinal Gasquet and Sir Robert Finlay, K.C., have written introductions to a Life of the late Mr. Justice Day. The book will shortly be published by Heath Cranton, Ltd.

Correspondence.

Equitable Estates.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

SIR,—In an article on "The Nature and Growth of the Equitable Estate," in your issue of 11th December, the writer seems to suggest that in recent years our judges have ceased to treat equitable estates as *chooses in action* or rights *in personam*, and now look upon them as rights *in rem*. And, in support of this view, he cites some important modern cases, including *Re Lind* (1915, 2 Ch. 345), where an assignment of a mere expectancy was held to create an equitable interest which automatically became operative as soon as the expectancy fell into possession, and therefore was not affected by the intervening bankruptcy of the assignor, as would have been the case if the assignment had created a right of a purely personal nature. Such an equitable interest certainly bears a strong resemblance to a right *in rem*. But I venture to doubt whether your contributor is right in thinking, as he seems to do, that this result follows from the fact that the interest was created by assignment, "and did not rest in contract only." The same result may be produced by a true contract. It has long been settled that if A contracts to sell land to B, and becomes bankrupt before completion, B can enforce specific performance against A's trustee in bankruptcy (*Ex parte Rabbidge*, 8 Ch. D. 367), and that no disclaimer by the trustee can take away "the equitable interest in the land" which B acquired under his contract (*per Romer, L.J.*, in *Re Bustable*, 1901, 2 K. B., at p. 529). Surely such an equitable interest rests in contract only, and yet it is quite as much a right *in rem* as the right acquired by the assignee in *Re Lind*. Neither right is "higher" than the other.

If there has been any recent change in the way in which equitable estates are regarded by the courts, I venture to think that it is a change of language rather than a change of substance. In early days the Court of Chancery, whenever it established a doctrine which was at variance with the rules of the common law, adopted an apologetic and deprecatory attitude. First of all it said the Court acted on the conscience of the defendant; then it said that the defendant was a trustee for the plaintiff; then it said that the defendant was subject to an imaginary or implied contract to do something. So recently as 1888, in *Talbot v. Official Receiver* (13 App. Cas., at p. 543), Lord Macnaghten remarked: "It has long been settled that future property, possibilities and expectancies are assignable in equity for value. The mode or form of assignment is absolutely immaterial, provided the intention of the parties is clear. To effectuate the intention an assignment for value, in terms present and immediate, has always been regarded in equity as a contract binding on the conscience of the assignor and so binding the subject-matter of the contract when it comes into existence." This theory of the operation of an assignment of future property and expectancies was originally adopted in order to justify a departure from the rules of the common law: anyone brought up on those rules would have been shocked at the suggestion that something which does not exist can be the subject of an immediate assignment, and so courts of equity took refuge in the fiction of an imaginary contract which bound an imaginary conscience.

But, since the Judicature Acts, courts of equity are gradually abandoning this apologetic attitude; in *Re Lind* few traces are to be found of the old theory. In short, courts of equity now call a spade a spade, instead of calling it a horticultural implement. But this is a change of language, and not a change of doctrine. The result is the same.

There still remains the question whether an equitable estate can properly be called a right *in rem*. It is to be noted that in each of the cases cited by your contributor the question was one of priority between persons having only equitable claims. For purposes of priority it may be, and often is, most important to ascertain whether (to borrow the language of Parker, J., 1907, 1 Ch., at pp. 581-2) an equitable right is a right of a "purely personal nature" or whether it is an equitable interest in property; that is, something analogous to a legal estate. But even in the latter case the equitable interest is overshadowed by the legal estate, for in theory at least an equitable estate is always liable to be destroyed by a disposition of the legal estate in favour of a *bona fide* purchaser without notice. How, then, can an equitable estate be a right *in rem* in the full sense of the term? I venture to say that it is not, and that it would be most unfortunate if anything were done to obliterate the distinction between legal and equitable estates. Lord Haldane's Conveyancing Bill contains provisions which go a long way in this direction. In the opinion of many experienced conveyancers these provisions are based on an entirely wrong principle, and are calculated to introduce confusion into the law.

SENEX.

Proposed Legal Provident Society.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I imagine that during the present period of stress many members of the legal profession must find that the payment of the annual premiums on a sickness and accident policy involves a heavy charge upon depleted resources. Through the courtesy of a friend of mine I have been able to obtain details of the working of the Dividend Section of the Secondary Technical and University Teachers' Provident Society, and I venture to place an outline of the scheme before your readers with the idea that it might be possible to inaugurate a scheme on somewhat similar lines for the benefit of the legal profession.

The society in question was founded in the first instance under the compulsory provisions of the National Insurance Act, but that part of its sphere of operations need not concern us, as the Dividend Section is administered separately and is entirely voluntary in character. The essentials of the scheme may be summarised as follows:—

1. The member chooses the sum that he desires to be paid to him per week during sickness. This sum must be half a guinea as a minimum or any multiple of half a guinea up to three guineas as a maximum. In the case of the legal profession, and in view of the very favourable claims experience of the society, it might be possible to increase this maximum to five guineas, if that were desired.

2. The members pay to the society an annual contribution calculated at double the amount of the weekly payment during illness that he has chosen; so that if the member has elected to have sickness payment at the rate of three guineas per week his annual contribution to the society would be six guineas, and so in proportion for any other sum.

3. The members are placed in four classes, graded according to their condition of health and age at date of entry, and according to the class to which the member belongs a larger or smaller amount of his sick pay is provided out of the member's own fund, the balance being provided out of the general fund of the society, e.g., in Class C 11s. 8d. out of every guinea is provided from the member's own fund.

4. The general fund is formed of the contributions of the members for the current year after deducting ten per cent. for the purposes of management expenses.

5. At the end of each year the general fund is closed and five per cent. of the amount then standing to the credit of that fund is set apart as a reserve fund. The balance is carried to the credit of the member's own fund, and each member's proportionate share of this balance is credited to him and stands in his own name in the books of the society. The total amount so credited forms the fund out of which the amount of sick pay that he is entitled to draw is determined.

6. If a member becomes ill he is entitled to draw sick pay until, and only until, his own fund is exhausted, e.g., in the case given above under (3) he can draw sick pay until the contribution of 11s. 8d. per guinea per week of his sick pay has exhausted his own fund. There are also provisions enabling the committee of management to allow special sick pay at a reduced rate in certain cases after the member's own fund has been exhausted.

7. Subject to certain restrictions to guard against abuse, members are allowed to increase their own fund by paying in sums in excess of their annual contribution. The accounts of the society shew that this provision is taken advantage of to a substantial extent.

8. Members are entitled to sick pay at the end of a period of six months from the payment of their first contribution, provided that there is a sufficient sum standing to the credit of the member's own account. The effect of this rule is that unless the member has made a special deposit he cannot draw sick pay until after the end of the current year during which he became a member, because the general fund is not divided up among the members' own funds until then.

9. As to withdrawals, the general provisions are that so long as he leaves a sum equal to two years' contributions to the credit of his own fund, a member may withdraw any part of his own fund after giving certain notice; but obviously no member would be so foolish as to deplete the amount available for his own sick pay, if he should ever have to draw it, except in the event of severe financial stress. If a member leaves the society altogether he can withdraw the whole of his fund less a sum equal to one year's contributions, and in the event of death on the attainment of the age of sixty years, the whole of the member's own fund is withdrawable. It might be thought advisable to increase the age limit to sixty-five.

Speaking generally, the scheme appears on the face of it to be an extremely favourable one as far as the members of the society are concerned, and up to the present the financial results have been extra-

ordinarily good. The actual figures have been given to me in confidence, and I do not feel at liberty to quote them. The whole scheme appears to me to be one of such excellence that it seems quite worth while to attempt to form a society on somewhat similar lines for the benefit of the legal profession generally. If any of your readers feel an interest in the matter, I should be glad if they would write to me on the subject, so that further steps can be taken if a sufficient response is forthcoming.

H. J. RANDALL.

Bridgeend, Glamorgan, Jan. 17.

Increment Value Duty and the Lumsden Case.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Although the Land Union is anxious to avoid anything in the nature of political controversy at the present time, it nevertheless considers it a duty to draw attention to the following facts.

Mr. Lloyd George recognized the unfairness of the claim for increment value duty in the above case, and when the Revenue Bill was in Committee in the House of Commons on 1st August, 1913, he stated that clause 2 in that Bill was inserted "in order to protect people like Mr. Lumsden." Unfortunately the Bill did not reach the Statute Book, and the same fate befell the Bill of the following year into which a similar clause was introduced. Nevertheless, the Prime Minister and the Secretary to the Treasury on 23rd July, 1914, undertook, on behalf of the Government, to introduce a one-clause Bill to annul the effect of the Lumsden judgment and to bring the assessment to increment value duty into harmony with the original proposals put forward when the Budget of 1909 was introduced into the House of Commons, viz.:—that there must be a rise in the value of the bare site before increment value duty is demandable.

War having broken out, the Land Union makes no complaint that the Government has been unable to introduce this Bill, but it does complain that after the injustice suffered by Mr. Lumsden was fully recognized by the Government, the Commissioners of Inland Revenue continue to demand, under threat of legal proceedings, increment value duty under the Lumsden judgment, when it is agreed that there has been no rise in the value of the bare site, and have actually issued writs to enforce their claims.

In Mr. Lumsden's case they write that unless £22, the duty demanded, and costs amounting to £249 9s. 4d. are paid, they will take legal proceedings without further notice or delay.

The Land Union deprecates this action as likely to provoke ill-feeling at the present time, and urges that either the promised Bill should be passed without delay, or in the event of that being impossible, the Commissioners of Inland Revenue should be instructed not to press their claims in these cases until Parliament shall have had time to deal with the matter.

DESBOROUGH, Chairman of the Council.

St. Stephen's House, Westminster, S.W., Jan. 18.

Waste of Time at Chambers.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—At a period of increasing financial burdens, and when nearly every law office is being worked with a war-time, or depleted, or less efficient staff, wasted working time is a very serious matter for some of us. Recent attendance at chambers by reason of enlistments has brought home again to the writer very forcibly the fact that in the general arrangement of chamber lists there is room for improvement.

With a view to the saving of practitioners' time why should not the whole of these lists be divided up more freely by half-hours? If this had been done, in the writer's experience alone during the last few days he would have saved nearly four hours of time he could ill afford to lose, and this is a very common experience. Such an alteration should make no difference either to judge or master, and such an adjustment in this time of stress should, I think, be called for and should be granted.

HARVEY CLIFTON.

Jan. 18.

Deposit of Dollar Securities by Trustees.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Have not you and your correspondent "E. L. E." overlooked section 2 of the Government War Obligations Act, 1915, to which I suggest special attention might be usefully called at the present time,

Jan. 17.

W. B.

[See under "Current Topics."—Ed. S.J.]

CASES OF THE WEEK.

Court of Appeal.

Re STOODLEY. HOOSON v. STOODLEY. No. 1. 13th January.
WILL—CONSTRUCTION—GIFT OF RESIDUE BY WILL—GIFT IN CODICIL OF RESIDUE "NOT BEQUEATHED BY WILL"—REVOCATION.

A gift by a codicil of residue not bequeathed by the will of the testator revokes a residuary gift contained in the will, and does not merely operate to pass the property in gifts which may have failed by reason of lapse or otherwise to reach their destination.

Earl of Hardwicke v. Douglas (7 Cl. & Fin. 795) followed.

Decision of Eve, J., reversed.

Appeal by a defendant, Mrs. Locock, from a decision of Eve, J. (reported 59 SOLICITORS' JOURNAL, 681). The testator, who was a clerk in holy orders, by his will, dated 21st December, 1912, after making various specific and pecuniary bequests and a specific devise, devised and bequeathed all his real and personal estate not thereby otherwise disposed of to trustees upon trust for sale and conversion, and, after payment thereof of funeral and testamentary expenses and debts, and the legacies other than specific bequeathed by his said will, to hold the residue of the said moneys and the income thereof as to one-third thereof for the Society for Promoting Christian Knowledge, and as to the remaining two-thirds upon trust for the vicar of Iliminster, to be applied by him as to part towards providing an adequate vestry for the parish church, and as to the remainder towards extending the nave of the church. By a codicil, dated 17th February, 1915, the testator, after referring to his will, and to its being in the possession of his solicitor therein named, proceeded: "The residue of my estate not bequeathed by the above will I give and bequeath to Mabel Abbie Locock, of 39, Carlton-road, Putney, absolutely, and I appoint her sole executrix of this codicil." The testator died on 27th February, 1915, and probate of the will was granted to the executors named therein, and of the codicil to Mrs. Locock. One of the specific gifts in the will failed by lapse. The executors thereupon took out a summons to determine whether the gift contained in the codicil revoked the residuary gift in the will, or, alternatively, what portion of the testator's estate passed to the defendant, Mrs. Locock, under the gift in the codicil. Eve, J., held that the codicil only operated to revoke such gifts of shares of residue as should fail by lapse or disclaimer to reach their destination, and did not revoke the gift of the whole residue. Mrs. Locock appealed.

THE COURT allowed the appeal.

LORD COZENS-HARDY, M.R., said the question arose on the construction of a codicil which had one merit only—that of brevity; and having stated the facts, proceeded: Apart from authority, the case was one which, in his opinion, gave rise to considerable doubt, but the principles which governed it had been clearly laid down by the House of Lords in *Earl of Hardwicke v. Douglas* (7 Cl. & Fin. 795). That case settled that, where a residue was given by will and then by a codicil there was an alteration of the residuary gift contained in the will, the codicil amounted to a revocation to that extent of the will. That judgment had been criticized, and it had been suggested that it was distinguishable on the ground that in that case the testator had his will before him when he made the codicil; but, even if that was so, it was impossible for the Court to vary the proper construction on that account. His lordship declined to assume that the testator had not the provisions of his will present to his mind when he executed the codicil. *Earl of Hardwicke v. Douglas* had never been really doubted either in any subsequent case or by text-writers (see *Jarman on Wills*, 6th ed., pp. 173, 174). The codicil could not be construed in any different way, because, until comparatively recent changes in the law, a charity could not take a gift of impure personality. Then it was argued that the vicar of the parish might disclaim, and leave part of the residue undisposed of; but a gift to a charity could not possibly fail in that way. In his lordship's opinion, the gift in the codicil revoked the gift of residue in the will. The appeal must be allowed, and the decision of Eve, J., reversed.

WARRINGTON, L.J., and BRAY, J., delivered judgment to the same effect, the former observing that the contention on behalf of the charities implied either that the testator must have known the codicil was quite ineffective, or that he had forgotten the residuary gifts in his will.—COUNSEL, *Upjohn, K.C., Maugham, K.C., and Vaisey; E. P. Hewitt, K.C., and F. E. Farrer; Clayton, K.C., and A. J. Spencer* (for F. H. L. Errington, serving with H.M. Forces); *F. Whinney*. SOLICITORS, *Rider, Heaton, Meredith, & Mills*, for Osborne, Ward, Vassall, & Co., Bristol; *Wansey, Stammers, & Co.*, for E. Lee Michell, Wellington, Somerset; *Bridges, Sanctell, & Co.*; *J. H. Pitchforth*.

[Reported by H. LANSFORD LEWIS, Barrister-at-Law.]

Sir Francis Gore, formerly solicitor to the Board of Inland Revenue, and brother of the Bishop of Oxford, has been elected treasurer of the Serbian Relief Fund in succession to Lord Desart, who has resigned in consequence of the pressure of Government work.

CASES OF LAST SITTINGS

High Court—Chancery Division.

KUPFER v. KUPFER AND ANOTHER. Neville, J. 26th November.
TRADING WITH THE ENEMY—PARTNERSHIP—ENEMY PARTNERS—DISSOLUTION—TRADING WITH THE ENEMY ACT, 1914 (4 & 5 GEO. 5, c. 87), ss. 1 AND 2.

There were three partners in a large business, all naturalized British subjects, one resident in London and two in Frankfurt-on-the-Main. The two in Frankfurt were interned after war broke out as alien enemies, but under the Trading with the Enemy Act, 1914, as varied by the Trading with the Enemy Amendment Act, 1914, they were also alien enemies here. The partner in London obtained a declaration that the partnership was dissolved, and for the usual accounts, but such accounts were not to be taken till three months after the declaration of peace, and there was liberty given to apply as to fixing a date as from which the dissolution took place.

This was a friendly partnership action, both parties desiring to preserve as far as possible their extensive business during the continuance of the war. The defendants had been communicated with, and were represented by the same solicitors as the plaintiff. The facts were as follows:—The plaintiff and the two defendants were all brothers of American origin, but naturalized in Great Britain. In 1908 they entered into a partnership for five years, and thereafter from year to year. They had a very extensive business, with branches in London, at Frankfurt-on-the-Main in Germany, and elsewhere. The defendants lived at Frankfurt, and managed the branch there. The plaintiff was the manager of the London branch, and resided in London. Shortly after the commencement of the war the defendants were interned in Germany as British prisoners of war, and this action was accordingly commenced by the plaintiff for dissolution of the partnership as from 4th August, 1914, the date of the declaration of the war, on the ground that the defendants were alien enemies, and on 9th December, 1914, the Board of Trade, under the powers conferred on them by section 12 of the Trading with the Enemy Amendment Act, 1914, appointed an inspector to supervise the business of the firm, and employed the plaintiff as manager. Counsel for the plaintiff referred to *Re v. Kupfer* (1915, 2 K. B. 321, 11 Cr. App. Cas. 91), and asked for a dissolution from the date of the declaration of war, and counsel for the defendants asked for a dissolution from the date of the issue of the writ.

NEVILLE, J., after stating the facts, said:—The defendants are not alien enemies except within the meaning of the Trading with the Enemy Act, 1914. I will not decree a dissolution from either date. It may occasion difficulties hereafter when accounts come to be taken. I will declare the partnership dissolved, and direct the usual partnership accounts, but I will direct that they are not to be proceeded with until three months after the declaration of peace. I give liberty to apply as to the date from which the accounts ought to be taken. The manager will be continued till further order.—COUNSEL, *C. E. E. Jenkins, K.C., and Howard Wright; Bramwell Davis, K.C., and J. W. Manning*. SOLICITORS, for all parties, *H. Oppenheimer & Nathan*.

[Reported by L. M. MAY, Barrister-at-Law.]

Re GREGORY LOVE & CO. LOVE v. THE COMPANY. Sargant, J. 16th December.

COMPANY—DEBENTURE—FLOATING CHARGE—REGISTERED AGREEMENT—DEBENTURE CARRYING OUT AGREEMENT WITHIN THREE MONTHS OF WINDING-UP—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, c. 69), ss. 93 AND 212—R. S. C., ORD. 75, R. 71.

X gave security for the overdraft of a company at its bankers, and an agreement was entered into with X by the company that in certain events the company would give X a debenture. The events happened eight months later, and the company gave X the debenture. Within three months from the date of the giving of the debenture the company went into voluntary liquidation.

Held, that, having regard to section 212 of the Companies (Consolidation) Act, 1908, the debenture did not give an effective charge, and the executory agreement did not save the plaintiff's position, because the debenture was precisely such a document as was contemplated by the agreement, and accordingly there was so complete a performance of the executory agreement as to leave no obligation or right still subsisting under it.

Held, also, that in any event the plaintiff would have been no better off under the agreement, because it gave no first charge, but merely the right to have a floating charge in certain events, according to the express contract of X.

On taking accounts and making inquiries under the usual judgment in a debenture-holder's action taken by consent on motion, but without the Court declaring a charge, the master found that the money due under this debenture was charged, and his certificate was sent back to him to be varied.

Held, further, that the above constituted special circumstances entitling the liquidator to have his summons heard within ord. 65, r. 71.

Held, further, that the form of the judgment on motion by consent, which omitted a declaration of charge, did not preclude the Court from considering whether the said debenture gave an effective charge, having regard to section 212 of the Companies (Consolidation) Act, 1908.

In general, on judgment being taken by consent, in a debenture-holder's action of this kind, a charge should not be declared, and the liquidator should not consent to the declaration of a charge.

This was a summons by a liquidator in a winding-up, asking that the master's certificate might be varied by disallowing the amount found due under a certain debenture. The facts were as follows:—The company were indebted in the sum of £3,000 in respect of an overdraft at the bank. Mr. C. Love gave the bankers security on his own property for the overdraft, and the company in July, 1914, gave C. Love an agreement that, in the event of either the bankers pressing the company for the overdraft to be paid off, or calling upon C. Love to redeem the property charged by him, the company would give him a debenture containing a floating charge on its assets to secure £3,000 and interest. This agreement was registered under section 93 of the Companies (Consolidation) Act, 1908. One of the events having happened, the company, within three months of the commencement of its winding-up—that is to say, on 1st February, 1915—gave Love a debenture for £3,000 and interest, stating that it was given under the agreement, and the debenture created the floating charge that had been agreed upon. This debenture was also registered under section 93. On 23rd February, 1915, the company passed an extraordinary resolution for voluntary winding-up. At the time when the debenture was given, the company was insolvent. On 12th February, 1915, the executors of C. Love commenced an action against the company for realization of the assets comprised in two debentures for £3,000 and £1,000, both given to Love for cash in 1912 and 1913, and also in the debenture of 1st February, 1915. There was no dispute as to the validity of the first two debentures. On 19th February the Court was moved for a receiver, and by consent of the plaintiff and the company the motion was treated as the trial of the action, and judgment was given omitting any declaration of charge, and directing accounts and inquiries. In answer to the inquiries the master found that there was owing to the plaintiff on the three debentures the sum of £7,000 and interest.

SARGANT, J., after stating the facts, said: There are special circumstances within ord. 55, r. 71, entitling the liquidator to have his summons heard, and the form of the judgment does not preclude the Court from considering whether the third debenture, which is dated 1st February, 1915, gives an effective charge, having regard to section 212 of the Companies (Consolidation) Act, 1908. In my opinion this case shows the advantage of declining to declare a charge where the motion is treated as the trial of the action. Companies, or their liquidators, should not in my opinion in future consent to such a judgment on motion, except perhaps in cases where it was absolutely clear that an indefeasible charge had been created, although it might be otherwise where the plaintiff proved his title to a charge apart from consent, as on a hearing or on a motion for judgment in default of defence. It is clear to me, dealing with the question under section 212, that the debenture of 1st February, 1915, is invalidated under this section by the winding-up resolution on 23rd February, and assuming in favour of Love and his estate that one of the events referred to in the agreement of July, 1914, occurred about 1st February, 1915, it could not be held that the plaintiff's position was saved by the agreement, for the debenture is precisely such a document as was contemplated thereby, and there is therefore so complete a performance of the executory agreement as to leave no obligation or right still subsisting under it. Even if this is not so, and the plaintiffs are entitled to be put in as good a position as they would have acquired under the agreement had the debenture not been issued, they would not be advantaged thereby, because the agreement gave no present charge, but merely a right to Love to have a floating charge, not as at the date of the agreement, but on the occurrence of one of two events, which were within three months of the winding-up. Love expressly contracted for a future and contingent charge of such a kind as to be invalidated in the event of liquidation within three months from its issue. The certificate must go back to the master to find specifically what is due, having regard to what I have said.—COUNSEL, Martelli, K.C., and R. Rowlands; Mark Romer, K.C., and H. E. Wright. SOLICITORS, Kenneth Brown, Baker, Baker, & Co.; J. Montague Haslip, for Martin & Martin, Reading.

[Reported by L. M. MAY, Barrister-at-Law.]

Re ROBSON. DOUGLASS v. DOUGLASS AND OTHERS.
Astbury, J. 25th November.

WILL—DEVISE OF FREEHOLD FOR LIFE—AFTER TO CHILDREN WHO ATTAINED TWENTY ONE—INFANT CHILDREN AT DEATH OF TENANT FOR LIFE—SEISIN IN EXECUTORS—EQUITABLE CONTINGENT REMAINDERS—ASSENT TO DEVISE—CONTINGENT REMAINDERS ACT, 1877 (40 & 41 VICT. C. 33)—LAND TRANSFER ACT, 1897 (60 & 61 VICT. C. 65), ss. 2-3.

Since the Land Transfer Act, 1897, the old feudal law as to seisin does not apply to equitable contingent remainders, which do not fail, but are saved by being vested in the executors. Although on executors assenting to the devise in accordance with section 3 of the Land Transfer Act, 1897, the legal estate vests in the tenant for life, yet, if at the death of the testator infants become contingently entitled in remainder, the contingent remainders are equitable and the subsequent vesting of the legal estate does not destroy the equitable contingent remainders. Accordingly the equitable contingent remainders do not fail, though not vested at the time of the death of the tenant for life.

Re Freme; Freme v. Logan (1851, 3 Ch. 16) applied.

This summons raised a novel point. A testator who appointed executors and trustees devised his freehold to the use of his daughter for life, and after her death to her children who attained twenty-one. The testator died in 1905, and his daughter had four children, of whom the two who are plaintiffs in this action attained twenty-one before the death of the daughter in 1915, and the other two were still infants at the date of the summons. The plaintiffs claimed that they were entitled to "The Oaks," the property in question, to the exclusion of their infant brother and sister, and this raised two questions: First, whether the contingent remainders of the two infants, though not vested at the time of the death of the tenant for life, were saved from failure under the provisions of the Contingent Remainders Act, 1877; and, secondly, whether, if they were not so saved, they were valid by reason of the Land Transfer Act, 1897, vesting the legal estate in executors, so that the old common law rule that the contingent remainder failed unless the seisin was vested in some person at the time of the failure of the particular estate did not apply. The executors had assented to the devise under section 3 of the Land Transfer Act, 1897.

ASTBURY, J., after stating the facts, said: Having regard to section 1 of the Land Transfer Act, 1897, the devisees originally took equitable estates immune from failure under the feudal law of seisin. This is the view which has been taken of the effect of similar Colonial statutes in colonies where the old English common law prevailed: *Re Beavis* (1906, 7 N. S. W. State Rep. 66) and *Re Campion* (1908, S. Austr. L. R. 1). Now, where at a testator's death his real estate is in mortgage, so that the devisees only take equitable estates, the equitable contingent remainders retain their initial immunity from destruction, though subsequently clothed with the legal estate on a reconveyance to the uses of the will, see *Re Freme* (1891, 3 Ch. 167). The same principle is applicable to an assent under section 3 of the Land Transfer Act, 1897. Subject to their rights as executors, the executors hold the real estate (section 2) as trustees for "the persons by law beneficially entitled thereto"—that is, for persons who, having regard to the law, including the Land Transfer Act, 1897, were at the testator's death and prior to the executors' assent beneficially entitled to equitable, and not legal, estates. The equitable contingent remainders being initially immune from destruction, retain that immunity, although subsequently clothed with the legal estate on the executors' assent, *Re Freme* (1891, 3 Ch. 167). I accordingly hold that the plaintiffs are not entitled to "The Oaks," to the exclusion of the infants.—COUNSEL, J. Norman Daynes; G. R. Northcote; A. B. Marten. SOLICITORS, Field, Roscoe, & Co., for Williamson & Marshall, Newcastle-upon-Tyne.

[Reported by L. M. MAY, Barrister-at-Law.]

CRANE v. SOUTH SUBURBAN GAS CO. Avory and Lush, JJ.
1st November.

NEGLIGENCE—STATUTORY AUTHORITY TO PERFORM DANGEROUS WORK UPON A HIGHWAY—ABSENCE OF REASONABLE PRECAUTIONS—NUISANCE—INTERVENTION OF THIRD PARTY—EFFECTIVE CAUSE OF ACCIDENT—LIABILITY OF ORIGINAL WRONGDOER.

The defendants, in discharge of their statutory right, were doing certain work upon a highway which necessitated the use of molten lead. The lead was placed in a fire pail, which was left unguarded on a piece of land adjoining the highway, where young children were playing. A boy who was passing accidentally upset the pail, and the lead injured the plaintiff.

Held, that the defendants were negligent in leaving the pail unguarded, and were creating a nuisance, which was the effective cause of the injury to the plaintiff, and that the intervention of the third party did not relieve them from liability, because they ought reasonably to have anticipated it.

Appeal from the Dartford County Court. The defendants' servants were engaged in repairing a defect in a gas main in a highway. In order to carry out the repairs it was necessary to dig a trench in the highway and to use molten lead. The molten lead was contained in a ladle, which was placed on a fire pail, and the fire pail was standing upon a piece of unpaved land adjacent to the paved footway and open to it. Three men had been sent by the defendants to do the work, and one of them was in charge of the fire pail, round which several children, including the plaintiff, had been playing. This man was called away to assist in the trench, leaving the lead and the fire pail unguarded. Shortly afterwards a boy who was passing accidentally knocked against the pail and upset it, spilling the molten lead over the plaintiff. The plaintiff sued the defendant for damages for personal injuries caused by the negligence of their servants in leaving the fire pail unattended and unfenced. In the alternative it was alleged that the plaintiffs were committing a nuisance. The learned county court judge held that the defendants were guilty of negligence in leaving the fire pail and the molten lead unattended with the knowledge that young children were there, and he gave judgment for the plaintiff. The defendants appealed. It was contended for the defendants that they had a statutory right to do the work in question, and that the only duty they owed to the plaintiff was not to create a hidden trap; that, if they owed any duty beyond this, there was no evidence of any breach of such duty; and, further, that, in any view of the case, the proximate cause of the accident was the intervention of the boy, for which they were not responsible. For the plaintiff it was contended that the defendants had placed a dangerous thing upon the highway, and were therefore under an obligation to take reasonable precautions

to prevent its becoming a nuisance; and that, in the absence of such precautions, the intervention of the third party did not relieve them of liability, as they ought to have anticipated such an intervention, and that it would lead to mischief: *Latham v. R. Johnson & Nephew* (1913, 1 K. B. 398).

AVORY, J.—The appellants, in the execution of their duty and of their right, were carrying out certain necessary work, which required the use of molten lead, upon a highway. A boy passing along the highway accidentally upset the molten lead, which was unguarded, whereby the plaintiff was injured. The only question which the Court had to decide was whether there was any evidence upon which the county court judge could come to the conclusion that the appellants were guilty of negligence. In his opinion, there was such evidence. Personally, he would prefer to base his decision upon the ground of nuisance. It was clear from the authorities that, where a person was doing something, even though he had a right to do it, on or adjacent to a highway, which, unless proper precautions were taken, was dangerous to persons lawfully using the highway, he was committing a nuisance if he did not take those precautions. It was further contended on behalf of the appellants that the case came within the principle of *Lynch v. Nurdin* (1 Q. B. 29) and similar cases, where the proximate cause of the injury was the wilful interference of a third person. In the present case the injury was not caused by any such wilful interference, but by the boy accidentally knocking against this dangerous thing. It therefore came within the principle that the person who originally caused the nuisance was guilty of negligence, and was the effective cause of the injury if he ought reasonably to have anticipated such intervention, and to have foreseen what the result would be.

LUSH, J.—With regard to the contention that the appellants' only duty was not to create a hidden trap, in his opinion, whether there was or was not a trap had nothing to do with a wrongful act done upon a highway. The question of a trap only arose in cases where a licensee had been given permission to use premises upon which a nuisance existed. The appellants had authority to do what was reasonably necessary to fulfil their duty, but they had no authority to commit a nuisance if they could do the work without causing a nuisance, as they could have done by guarding the molten lead. They therefore owed a duty to the plaintiff, who was injured by reason of their breach of that duty. Appeal dismissed.—**COUNSEL, Morton Smith; J. D. Cassels.** SOLICITORS, *Blyth, Dutton, Hartley, & Blyth; T. G. Baynes, Dartford.*

[Reported by L. H. BARNES, Barrister-at-Law.]

King's Bench Division.

LONDON AND NORTHERN ESTATES (LIM.) v. SCHLESINGER.

Avory and Lush, JJ. 2nd November.

WAR—ALIEN ENEMY—CONTRACT OF TENANCY—PREMISES WITHIN PROHIBITED AREA—LIABILITY OF TENANT FOR RENT—FOUNDATION OF CONTRACT—ALIENS RESTRICTION ACT, 1914 (4 & 5 GEO. 5, c. 12)—ALIENS RESTRICTION (CONSOLIDATION) ORDER, 1914, s. 18 (1).

The plaintiffs let to the defendant a residential flat at W. for a term of three years from 25th March, 1914. The agreement contained a covenant that the defendant would not assign or sublet without the lessors' consent, which consent was not to be unreasonably withheld. By the Aliens Restriction Order it was provided that alien enemies should not reside within certain prohibited areas, of which W. was one. The defendant was a Hungarian, and consequently, on the outbreak of war, became an alien enemy, and he contended that the Order had rendered the agreement void. In an action to recover the rent, which had become due since the Order.

Held, that the personal occupation of the premises was not the foundation of the contract, and that the Order had not extinguished the tenancy. The defendant was therefore liable for the rent.

Appeal from the Mayor's Court. By an agreement, dated 19th March, 1914, the plaintiffs let a residential flat at Westcliffe-on-Sea to the defendant, who was a Hungarian, for a term of three years from 25th March, 1914. The agreement contained a covenant that the defendant would only occupy the premises as a private dwelling, and a covenant that he would not assign or underlet the premises without first obtaining the consent, in writing, of the landlords, which consent was not to be unreasonably withheld. On the outbreak of war in August, 1914, the defendant became an alien enemy. By section 18 (1) of the Aliens Restriction (Consolidation) Order, dated 9th September, 1914, it was provided that "an alien enemy shall not enter or reside or continue to reside, either temporarily or permanently, in any of the areas specified in the second schedule to this Order (in this Order referred to as prohibited areas) unless provided with a permit issued by the registration officer of the district, subject to the general or special instructions of a Secretary of State." By section 28 it was also made an offence for anyone to aid or abet a contravention of the Order. Westcliffe-on-Sea was one of the prohibited areas. The defendant contended that the Order put an end to his tenancy. In an action to recover the rent for the quarter ending 25th March, 1915, the Common Serjeant gave judgment for the plaintiffs. The defendant appealed. Counsel for the defendant contended that the foundation of the agreement was that he should personally occupy the premises, and that the Order had made it illegal for him to do so. The contract was therefore put an end to, as the performance of it was impossible. He relied upon *Krell v. Henry* (1903, 2 K. B. 740). For the

plaintiffs it was contended that the right of personal occupation was not the foundation of the contract; he had the right to assign or sublet. The contract was therefore not rendered impossible of performance, and the defendant was not released from the payment of the rent.

AVORY, J.—After this agreement had been entered into the Aliens Restriction (Consolidation) Order, 1914, made it unlawful for the tenant to reside, either temporarily or permanently, in the flat, or for anyone to aid or abet him in residing there. The question, therefore, was whether the Order had put an end to the tenancy agreement, so as to discharge the tenant from the obligation to pay the rent. It was contended for the defendant that it had, because the agreement was that he should reside there, and the Order had made it impossible for him to do so. The answer to that contention was that given by the Common Serjeant in his judgment, where he said: "By the lease the defendant had a right to the personal occupation of the premises, and the right to assign or sublet them to another person in the absence of any reasonable ground for objection. This latter right was of value, and might even enable the defendant to let the premises at a profit to himself, and this right was not affected by the Aliens Restriction Order. That Order, and the Statute under which it was made, did not avoid the lease, or make it illegal for an alien enemy to hold a lease of land in a prohibited area. This being so, the lease is not extinguished nor is the defendant's title as tenant under it put an end to, although his personal enjoyment of the premises under it is prohibited." He entirely agreed with that statement, and would only add that the right to sublet was only one of the rights left to the tenant on his being prohibited from residing there. There was nothing in the Order to prevent him from lending the flat to his friends. The appeal must be dismissed.

LUSH, J.—Even if the defendant was regarded as a contractor merely, and not as a lessee, his contention failed. In order to succeed he must shew that his personal residence in the flat was the "foundation of the contract" within the meaning of that phrase as used in *Krell v. Henry* (sup.). No doubt his purpose in taking the flat was that he should personally reside there; but that was not what was meant by that phrase. In *Krell v. Henry* (sup.) the contract was that the rooms were only to be occupied in order to see the Coronation procession. Here the personal occupation of the premises was not the sole consideration for which the tenant agreed to pay the rent; he also had the right to sublet. Further, it was not correct to speak of the tenancy agreement as a contract only—a term of years was created which vested in the defendant, and was not terminated by the Order. Appeal dismissed.—**COUNSEL, T. W. H. Inskip, K.C., and C. Wertheimer, for the appellant; J. B. Matthews, K.C., and P. M. Beauchcroft, for the respondents.** SOLICITORS, for the appellant, *Oppenheimer, Blandford, & Co.*; for the respondents, *Herbert Reeves & Co.*

[Reported by L. H. BARNES, Barrister-at-Law.]

New Orders, &c. Notice.

IRISH LAND ACTS, 1903 AND 1909 (3 Edw. 7, c. 37 and 9 Edw. 7, c. 42).

The Lords Commissioners of His Majesty's Treasury hereby give notice that, pursuant to section 2 of the Irish Land Act, 1909, and section 23 of the Irish Land Act, 1903, They have directed the creation of £2,000,000 Guaranteed Three per Cent. Stock, which Stock has been issued to the National Debt Commissioners.

Treasury Chambers, 15th January, 1916.

War Orders and Proclamations, &c.

The *London Gazette* of 14th January contains the following:—

1. An Order in Council, dated 12th January (printed below) with reference to reckless motor-driving by persons in the Naval Service below the rank of subordinate officer.
2. A Foreign Office Notice, dated 14th January, making additions to the list published as a supplement to the *London Gazette* of 21st December, 1915, of persons to whom articles to be exported to China may be consigned.
3. A Royal Warrant, dated 12th January, appointing the following persons to be members of the Statutory Committee of the Royal Patriotic Fund Corporation for three years, from 6th January, 1916, in conjunction with the fifteen other members of the Committee:—

The Prince of Wales, Chairman;
Cyril Jackson, Esq., Chairman of the London County Council,
Vice-Chairman;
Lord Cheylesmore, K.C.V.O.;
Sir Ivor John Caradoc Herbert, Bart., C.B.;
Sir Henry Craik, K.C.B.;
Sir William Ryland Dent Adkins, Recorder of Nottingham;
Charles James Matthew, Esq., K.C.;
Arthur Acland Allen, Esq.;
George Nicoll Barnes, Esq.;
Harry Gosling, Esq.;
Beatrice, wife of Sidney Webb, Esq., LL.B.; and
Frances Hermia Durham, Spinster.

4. An Admiralty Notice to Mariners, dated 10th January, 1916 (No. 37 of the year 1916, cancelling No. 4 of 1916), relating to England, South-East Coast (Dover Straits—Light-Vessels Established; Traffic Regulations).

The *London Gazette* of 18th January contains no war items.

ORDER IN COUNCIL.

Reckless Motor Driving by Men in the Navy.

Whereas there was this day read at the Board a Memorial from the Right Honourable the Lords Commissioners of the Admiralty, dated the 29th day of December, 1915, in the words following, viz.:

"Whereas by Section 3 of the Naval and Marine Pay and Pensions Act, 1865, it is enacted, *inter alia*, that all pay, wages, pensions, bounty money, grants, or other allowances in the nature thereof, payable in respect of services in Your Majesty's Naval or Marine Force to a person being or having been an Officer, Seaman, or Marine, shall be paid in such manner, and subject to such restrictions, conditions, and provisions, as are from time to time directed by Order in Council:

"And whereas Section 52, Sub-section 11, of the Naval Discipline Act provides for the infliction in Your Majesty's Navy of such minor punishments as are now inflicted according to the custom of the Navy, or may from time to time be allowed by the Admiralty:

"And whereas we consider it desirable that a system of fines shall be instituted as a punishment for the reckless, negligent, or improper driving of motor or other mechanically propelled vehicles:

"We beg leave humbly to recommend that Your Majesty may be graciously pleased, by Your Order in Council, to direct that if any person in Your Majesty's Naval Service below the rank of subordinate Officer drives a motor, or other mechanically propelled vehicle so recklessly, negligently, or improperly, as to bring discredit on the Service, his total daily pay may be reduced by one-sixth, for a period not exceeding three calendar months."

His Majesty, having taken the said Memorial into consideration, was pleased, by and with the advice of His Privy Council, to approve of what is therein proposed. And the Right Honourable the Lords Commissioners of the Admiralty are to give the necessary directions herein accordingly.

12th January.

Swedish Export Prohibitions.

The Swedish Chamber of Commerce in London has received a telegram from the Swedish Board of Trade, Stockholm, dated the 14th inst., stating that the following articles have been added to the list of goods which are now prohibited for exportation from Sweden:—Coffee substitutes produced from chicory root; condensed milk; indiarubber boots; cleansing or polishing substances produced from soap, fat, or oil with the addition of other materials.

Enemy Postage Stamps.

The Board of Trade desire to draw the attention of postage-stamp dealers to the fact that the importation into the United Kingdom of postage stamps of enemy origin, whether used or unused, is prohibited by the Trading with the Enemy Proclamation of 9th September, 1914.

Serbia's Need.

We are requested to publish the following:—

To avoid any possibility of confusion in the administration of contributions intended for the benefit of the distressed Serbian population, the Serbian Legation requests that subscriptions intended for the Serbian Relief Fund, of which H.M. The Queen is patroness, should be sent to the Earl of Desart, K.C.B., at the offices of the fund, 5, Cromwell-road, South Kensington, S.W.

The Serbian Legation will continue to receive subscriptions for the following Serbian funds:—

1. The Archbishop of Belgrade's Fund for the families of the killed and wounded soldiers.
2. The Society of the Serbian Red Cross.
3. The Parliamentary Commission for the Refugees.
4. The Society of St. Helena for the orphans whose parents have been killed in the war.

All contributions addressed to the Serbian Legation (195, Queen's-gate, S.W., London) for these funds will be gratefully received and acknowledged.

Court Papers.

NORTH-EASTERN CIRCUIT.

The following have been fixed as Commission days on the North-Eastern Circuit:—

21st February, Newcastle; 28th February, Durham; 7th March, York; 13th March, Leeds.

The Judges are Mr. Justice Sankey and Mr. Justice Low.

IT'S WAR-TIME, BUT — DON'T FORGET

THE MIDDLESEX HOSPITAL.

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

Emergency Statute.

CHAPTER 98.

Trading with the Enemy (Extension of Powers) Act, 1915.

An Act to provide for the Extension of the Restrictions relating to Trading with the Enemy to Persons to whom, though not resident or carrying on Business in Enemy Territory, it is by reason of their Enemy Nationality or Enemy Association expedient to extend such Restrictions. [23rd December, 1915.]

Be it enacted, &c.:—

1. *Power to prohibit trading with persons of enemy nationality, &c.*

—(1) His Majesty may by Proclamation prohibit all persons or bodies of persons, incorporated or unincorporated, resident, carrying on business, or being in the United Kingdom from trading with any persons or bodies of persons not resident or carrying on business in enemy territory or in territory in the occupation of the enemy (other than persons or bodies of persons, incorporated or unincorporated, residing or carrying on business solely within His Majesty's Dominions) wherever by reason of the enemy nationality or enemy association of such persons or bodies of persons, incorporated or unincorporated, it appears to His Majesty expedient so to do, and if any person acts in contravention of any such Proclamation he shall be guilty of a misdemeanour triable and punishable in like manner as the offence of trading with the enemy.

(2) Any list of persons and bodies of persons, incorporated or unincorporated, with whom such trading is prohibited by a Proclamation under this Act may be varied or added to by an Order made by the Lords of the Council on the recommendation of a Secretary of State.

(3) The provisions of the Trading with the Enemy Acts, 1914 and 1915 [5 & 6 Geo. 5, c. 71], and of the Customs (War Powers) (No. 2) Act, 1915, and all other enactments relating to trading with the enemy, shall, subject to such exceptions and adaptations as may be prescribed by Order in Council, apply in respect of such persons and bodies of persons as aforesaid as if for references therein to trading with the enemy there were substituted references to trading with such persons and bodies of persons as aforesaid, and for references to enemies there were substituted references to such persons and bodies of persons as aforesaid, and for references to offences under the Trading with the Enemy Acts, 1914 and 1915, or any of those Acts, there were substituted references to offences under this Act.

(4) For the purposes of this Act a person shall be deemed to have traded with a person or body of persons to whom a Proclamation issued under this Act applies, if he enters into any transaction or does any act with, to, on behalf of, or for the benefit of, such a person or body of persons which if entered into or done with, to, on behalf of, or for the benefit of, an enemy would be trading with the enemy.

2. *Short title.*—This Act may be cited as the Trading with the Enemy (Extension of Powers) Act, 1915.

Societies.

The Annual General Meeting of the Bar.

DECISION OF THE BAR COUNCIL.

The annual general meeting of the Bar was held at the Inner Temple Hall on Tuesday, under the presidency of Sir George Cave, the Solicitor-General.

In their report the Bar Council dealt with a question arising out of a request for advice from the Bar Committee at Shanghai, as to the duty of counsel to whom an accused person had confessed his guilt (*ante*, p. 145). In discussing the reply given by the Council to this question, Sir Harry Poland, K.C. (says the *Morning Post*), recalled the case of Lord William Russell, murdered in 1840 by his valet Courvoisier. A quantity of valuable plate was stolen from the house, and the prisoner's defence was that burglars had probably broken into the house. Mr. Charles Phillips, with Mr. William Clarkson, defended. The defence prepared by the former was that the persons who had stolen the plate must have committed the murder. Mr. Phillips, indeed, had cross-examined witnesses and prepared his speech upon the assumption that the plate was missing. During the trial, however, the landlady of the Hotel Dieppe in Leicester-square saw in a French newspaper the suggestion that the police should inquire at some of the places around Leicester-square frequented by foreigners as to whether the plate might not be traced.

Remembering that a parcel had been left with her to take care of, she communicated with a solicitor, and upon the parcel being opened the plate was discovered. Those conducting the prosecution were at once communicated with, and the landlady, on being taken to Newgate, identified the valet from among the prisoners in the exercise yard. On the second day of the trial Courvoisier, who knew that he had been recognised, sent for his counsel, and told them that he had committed the murder. He said that he would not plead guilty, and that he expected Mr. Phillips to defend him. Counsel was for throwing up the case, but his junior told him that this would not be right, and ultimately they determined to consult Baron Parke, before whom and the Lord Chief Justice the trial was taking place. Baron Parke's first

question was: "Does the prisoner require you to go on defending him?" and being satisfied of that, he said that counsel must not throw the case up, and that it was Mr. Phillips's duty to go on with it, taking care, of course, as to what he said, and seeing that he did not incriminate any other persons, but to defend the man fairly and properly upon the evidence. Afterwards Mr. Phillips was attacked in the *Examiner* and other newspapers when it leaked out that the confession had been made; but he (Sir Harry) was glad to say that Baron Parke, who heard the speech for the defence, stated that Mr. Phillips did not exceed his duty in what he said to the jury. Lord Chief Justice Tindale, who summed up, and who did not know anything about the confession, afterwards also stated that Mr. Phillips had done nothing but what he was entitled to do. Sir Harry Poland added that the report of the Bar Council bore out in every way what was done at that trial, and was a valuable guide to barristers who might be placed in a position of similar embarrassment.

THE LAWYER SOLDIER.

Sir George Cave referred to the fact that 10,322 members of the profession were on active service. Four had been awarded Military Crosses, six D.S.O.'s, while one already wore the V.C., won in the South African War. In addition, there was a large number of students serving, while probably 4,000 officers had been trained in the O.T.C. So much was heard of the lawyer-politician—and he did not always get all the credit he deserved—that it was well that something should be said of the lawyer-soldier.

Mr. J. F. P. Rawlinson, M.P., referring to the decision of the Bar Council that counsel must not appear before courts martial in a professional capacity unless instructed by a solicitor, said that it should be known that that did not preclude a barrister, who was himself serving, acting as "next friend" without the intervention of a solicitor.

The Law Society.

A special general meeting of the members of the Society will be held in the Hall of the Society on Friday, the 28th instant, at 2 o'clock.

The President will move:—"That the holding of special general meetings annually in the month of April be abandoned, and accordingly that so much of the resolution of the 15th July, 1881, as prescribes such meetings be rescinded."

Col. Charles Ford, V.D., London, will move—"That no special general meetings of the members of the Society be held in the month of April during the continuance of the war, notwithstanding a former resolution requiring such meetings to be so held."

Mr. James Dodd, London, will move:—"That article clerks serving with His Majesty's forces in the present war be excused the Book-keeping Examination"; and "That it is desirable that a Central County Court be held at the Royal Courts of Justice where actions can be tried by agreement between the parties, subject to consent being obtained from the Registrar of the Court."

The Belgian Lawyers' Relief Fund.

The following additional donations have been received towards this fund:—

	£	s.	d.
The Honourable Society of the Inner Temple	52	10	0
The Right Hon. Lord Aberconway, P.C.	5	0	0
Arthur Powell, Esq., K.C.	5	0	0
T. A. Mitchell Innes, Esq., K.C.	1	1	0

"Personal Knowledge."

At the Central Criminal Court, on the 14th inst., says the *Times*, before Mr. Justice Darling, Alexander Henry Vassie, 50, on bail, a doctor practising at Hampstead, was found Not Guilty on an indictment charging him with having on 3rd August, 1914, made a false declaration for the purpose of enabling a person to obtain a passport.

Mr. Travers Humphreys, who prosecuted, said that in July, 1915, a woman was arrested on a charge under the Defence of the Realm Regulations. In her possession was found a British passport which had been issued on 4th August, 1914, and it was ascertained that the person who had from his personal knowledge vouched her as being a fit and proper person to receive a passport was Dr. Vassie. A police-officer called upon Dr. Vassie and asked him what his knowledge of the applicant was. Dr. Vassie then made a written statement in which he said that on or about 3rd August, 1914, a patient, whom he had known for many years, introduced the applicant to him as his niece and requested him to recommend her for a passport. She and her uncle satisfied him that she was a fit and proper person to receive a passport. Mr. Humphreys said he quite accepted that statement, but it showed that Dr. Vassie recommended for a passport this person whom he saw for the first time, and that he was making a false declaration when he said that from his personal knowledge he could vouch the applicant to be a fit and proper person to receive a passport.

Mr. Martin, clerk in charge of the Passport Office, gave evidence, and was cross-examined by Mr. Hume Williams, K.C., who pointed out

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that on the form of declaration there was nothing to help the person vouching as to what was meant by "personal knowledge."

The defendant gave evidence in defence. He said that on 3rd August, 1914, the applicant was introduced to him by her uncle, an old patient of his, who said she was anxious to have a passport as she wished to go to Germany to nurse her mother, who was seriously ill. The defendant asked the applicant what her object was in wanting the passport, what she was doing, and where she lived, and she answered quite willingly and satisfactorily. Her answers left no doubt as to her *bona fides*, and he considered her to be a fit and proper person to receive a passport.

Mr. Justice Darling, in summing up, said the Foreign Office would be well advised to have the words "My personal knowledge" printed in italics or underlined three times. Though a man might have no personal knowledge of a thing he might still take his oath that such a thing existed. It could not be said, however, that Dr. Vassie had no personal knowledge of the applicant, because he interrogated her personally. For all he (the Judge) knew—and for all anyone knew—the applicant was a perfectly fit and proper person to have a passport at the date when she applied for it.

The Solicitor-Lord Mayor of Liverpool at the Court of Passage.

We are indebted to the *Liverpool Courier* of 14th January for the following account of Mr. Arthur S. Mather's official visit as Lord Mayor of Liverpool to the Court of Passage:—

The Lord Mayor of Liverpool (Mr. Arthur S. Mather), who by virtue of his office is judge of the Court of Passage, visited, on Thursday, the 13th inst., the tribunal at St. George's Hall, and was welcomed by the presiding judge, Mr. W. F. K. Taylor, K.C., and a representative attendance of the Bar, headed by Mr. Rigby Swift, K.C., M.P. Several interesting speeches were delivered referring to the ancient jurisdiction of the court, which has existed for some hundreds of years, and is one of the few local courts that to-day survive. The Civic Mace, carried by Mr. C. O. Bremner (Sergeant-at-Mace) and the Silver Oar from the Corporation regalia were placed on the bench, the latter signifying the exercise of the powers of the court on the waters of the port.

Mr. Taylor, in welcoming the Lord Mayor, said his lordship had come to his own court, and he took his seat on the bench as the judge of the Court of Passage. If he might say so, he thought it was most appropriate and fitting that he should do this as the Lord Mayor of Liverpool and the judge of the Court, and that they should extend to him a cordial welcome, though he doubted if this was the correct form of expression, because, as a member of the Court himself, the Lord Mayor was in the position of extending a welcome, rather than to be welcomed into his own place and seat. It was peculiarly fitting that the present Lord Mayor should come and preside over the Court, because of his long and honourable connection with their common profession. They trusted the connection might long continue in undiminished vigour and activity. His lordship, of course, had been rather more connected with another court, where, he did not like to say loftier justice, but perhaps more refined justice, was administered. In the far past the Mayor of Liverpool used to administer justice in that Court, but that, he supposed, was lost in the mists of antiquity, and was a practice that had not been observed for a long time. It might, perhaps, surprise some of them to know, however, that within his (Mr. Taylor's) own recollection a Mayor of Liverpool presided and tried a case, adjudicated upon it, and gave a decision there. It so happened that some enterprising solicitor served a notice upon the Mayor of Liverpool of that day—he thought Alderman David Radcliffe—that he should be present and administer the rights and wrongs of that particular case. He attended with the Town Clerk and Registrar of the Court of Passage, and gave a decision upon the case. The worthy Sergeant-at-Mace (Mr. C. O. Bremner)

might remember that. If such an incident should happen again during the year of office of the present Lord Mayor nothing would be more fortunate, because then they would see how a case ought to be tried. On behalf of himself and of the members of the Bar, he congratulated the Lord Mayor on obtaining the highest position any citizen of Liverpool could obtain in the city.

Mr. Rigby Swift, K.C., M.P., said the Lord Mayor was no stranger to that Court. Long before the majority of them were entitled to practice there his lordship had signed the register of that Court and participated in trials there. They felt his presence there that day was particularly appropriate, because throughout the professional careers of them all he had been not only a well-known figure, but to the majority of them a great personal friend. It was exceedingly gratifying to them to feel that the citizens of Liverpool had once again selected a member of their profession to occupy and adorn the office of Chief Magistrate. He regretted that the exigencies of the times, the national crisis through which we were passing, had prevented so many of their colleagues taking part in that welcome, but he knew his Lordship would excuse the seeming paucity of the attendance when he reminded him that of the local bar, numbering forty on the common law side, no fewer than thirty were serving in one capacity or another in His Majesty's forces. Although their numbers were few their welcome was none the less hearty.

The Lord Mayor, in reply, said:—Your Lordship, Mr. Rigby Swift, and gentlemen,—I thank you very sincerely for the welcome which you have accorded me on this my official visit to the Ancient Court of Passage of the City of Liverpool, of which as Lord Mayor I am the Official Judge. The Registrar has in Court to-day the roll of solicitors of the Court dating back to 1786, from which it is seen that in the year 1865 I was admitted a solicitor of this Court and signed this roll. I was evidently in good company, for on the same page are the signatures of Mr. Bellringer-Howarth and Mr. Cooper, the present Registrars of the County Court. On that occasion I remember I had to take an oath to uphold the Court to the best of my ability, and if I knew of any evil to be done to give notice thereof to the Mayor for the time being. One of the earliest things I learnt about the Court, and which made an impression on me, was that on a Thursday the Registrar was invested with greater powers than on any other day of the week, and therefore I thought it better to choose a Thursday for coming here.

The connection of the mayors of Liverpool with the Court dates back far beyond that period "whereof the memory of man runneth not to the contrary." Originally the mayor and the bailiffs were the judges of the Court, and that continued until the appointment of an assessor in 1834, but it was not until 1837 that the Court could be held without the attendance of civic dignitaries. I rejoice, your lordship, that it is no longer one of the duties of the Lord Mayor to try cases in this Court, as it is so much better for the city to have a judge, chosen like your lordship, from the first ranks of the Bar, presiding over this Court. I understand, however, that if the High Court should issue a writ of prohibition to prohibit or restrain proceedings in the Court of Passage from exercising jurisdiction in any particular matter, such writ would be addressed to me as the official judge of the Court, and I should be the person admonished or prohibited in respect of an act for which your lordship or the learned registrar would be the person really responsible. I am bound to bear my own sins, but I object to suffer for the sins or misdeeds of another. I understand, however, that I need not feel much anxiety on this score, because your lordship, as we all know, never makes a mistake, and you have never been prohibited, and the learned registrar, I believe, has only once been caught napping.

Unfortunately nearly all this Court's records were destroyed in the disastrous fire at the Town Hall many years ago, and little is known of its early history. It has certainly existed for some hundreds of years, and it is one of the very few local Courts that to-day survive in a vigorous old age. The jurisdiction of the Court is exercised not only on land, but over the waters of the port. In some legal proceedings relating to Tranmere Pool, just a hundred years ago, the Serjeant-at-Mace of the Court gave an interesting account of exercising the process of the Court on the waters of the port, stating that his authority could only be exercised if he had with him the Silver Oar, which was the emblem of his authority. The Silver Oar was originally purchased in November, 1691, but in 1784 it was stolen (together with some other goods) by one Charles Cooney, and never recovered. Cooney was tried at Lancaster Assizes for the theft and sentenced to death and executed. In 1785 the present oar was purchased, and it is still preserved as part of the Civic Regalia, and I have had it brought with me to-day into Court as one of the ancient authorities of this tribunal.

Before the passing of the Judicature Acts and before the opening of the district registries of the High Court, a very large volume of important cases were brought to the Court of Passage, but when the procedure of the Superior Courts was simplified as a result of the Judicature Acts and the district registries established, the work of this Court gradually diminished; but with the subsequent adoption of the High Court practice and the appointment of your lordship as the presiding judge in 1903 a new era set in, and this Court is now, I am glad to say, a very useful and much appreciated local tribunal. Nearly all the members of the Northern Circuit who have attained eminence at the Bar have practised in this Court, and many of the judges of the High Court first won their spurs here. I remember hearing Lord Esher conduct his last case in the Court of Passage in August, 1860, up to which time he regularly attended the sittings of the Court. Lord Russell of Killowen not only wrote a most useful book on the practice of the

Court, but also for some years had a large practice here, and subsequently we had practising in this Court Lord Justice Kennedy, Lord Justice Pickford, Mr. Justice Walton, and Mr. Justice Horridge.

The special juries in the Court of Passage have the reputation of being the best in the country, and litigants always get a careful and impartial hearing of their cases. The city, I feel, is, if you will allow me to say so, under a debt of gratitude to your lordship for the able way in which you conduct the business of the Court, which has been the means of bringing back to this tribunal a good deal of work which before your appointment had gone elsewhere, and I should also like to add that the registrar, Mr. Peel's devotion to the best interests of the Court and his ready willingness to assist suitors and the profession is much appreciated. May this ancient Court continue in its useful course; and I need hardly say that I shall be glad at any time to do anything I can to assist it or its officials. Again I thank you for your welcome.

Obituary.

Sir Andrew Scoble.

The Right Hon. Sir ANDREW RICHARD SCOBLE, K.C.S.I., K.C., died at his residence at Wimbledon Common on Monday, aged eighty-four.

Born in London, the second son of Mr. John Scoble, Kingsbridge, Devon, some time member of the Provincial Parliament of Canada, he was educated at the City of London School, and was called to the Bar by Lincoln's Inn. Going out to Bombay, he built up a large practice, and in 1863 became Clerk of the Crown in the High Court. He was afterwards Sheriff of the city, and successively Legal Remembrancer to the Government and Advocate-General, serving at the same time on the Provincial Legislature. He came into prominence in 1875 for his conduct of the case against the Gaekwar Mulharao of Baroda for an alleged attempt to poison the British Resident, heard before a special commission. He was pitted against the famous Serjeant Ballantine, who went out to conduct the defence, and acquitted himself with great credit.

Soon afterwards (says the *Times*) Scoble came back to London and took chambers with the late Lord Justice Mathew, after being nominated Queen's Counsel. But he returned to India at the end of 1886 as Legal Member of the Governor-General's Council. He was the official sponsor of the Age of Consent Act, 1891, which, promoted by the late Mr. B. M. Malabari, met with bitter opposition. He received the K.C.S.I. in 1890. Returning home in time for the General Election of 1892, he was returned for Central Hackney as a Unionist, and held the seat until 1900, when he did not seek re-election.

Sir Andrew was appointed Treasurer of Lincoln's Inn in 1899, and two years later was sworn of the Privy Council for service on the Judicial Committee. A lawyer of sound and solid attainments, he was able to give great assistance to his colleagues in dealing with Indian appeals. He became chairman of the Great Indian Peninsula Railway in 1894, but retired from the board in 1911. He published translations of Mignet's "History of Mary Queen of Scots," Guizot's "History of the English Revolution," and other works.

Sir Andrew married in 1863 Augusta Harriette, only daughter of the late Mr. Joseph Nicholson; she died in December, 1904.

Mr. John Hall Knight.

Colonel JOHN HALL KNIGHT, 5th North Staffordshire Regiment (T.F.), of Bar Hill, Madeley, and Newcastle-under-Lyme, who fell in France on 13th October, was a son of the late Joseph Knight, solicitor, Newcastle-under-Lyme, and was born on 9th June, 1865. He was educated at the Newcastle-under-Lyme High School and Rugby School, and was admitted a solicitor in 1888, and in 1894 joined his father and brother (the late Guy Knight) in the firm of solicitors which was thenceforward carried on as Messrs. Knight & Sons, Newcastle-under-Lyme. He became head of the firm and held many local official appointments. Colonel Knight was a prominent member of the North Staffordshire Hunt. He joined the 1st V.B. North Staffordshire Regiment in 1883, and became captain in 1889 and major in 1901, and ultimately lieutenant-colonel and hon. colonel of the 1st/5th North Staffordshire Territorial Regiment, with which he proceeded to France in March last. Colonel Knight was married in 1896.

The late Sir Joshua Williams.

A memorial service for Sir Joshua Strange Williams, who served as a Judge of the Supreme Court of New Zealand from 1875, and sat for some time on the Judicial Committee of the Privy Council as representing the Dominion of New Zealand, was (says the *Morning Post*) held at Lincoln's Inn Chapel on Tuesday afternoon. It was the first memorial service held in the chapel for one who was not a Benchers of the Inn. The principal mourners included Lady Williams and the Misses Williams, Mr. and Mrs. T. Cyprian Williams, Miss Joan Williams, Mrs. P. T. Williams, Mrs. O. Williams, and Mr. Frederick Williams. Among others present were the Earl of Ranfurly, Lord Plunket, the Hon. Sir Thomas Mackenzie (High Commissioner for New Zealand) and

Miss Mackenzie, Viscount Haldane, Lord Islington, Lord Sumner, Lord Parker, Lord Wrenbury, Lord Muir Mackenzie, the Master of the Rolls, Lord Justice Eady, Lord Justice Warrington, Mr. Justice Petersen, Mr. Justice Younger, Mr. Justice Sargant, Mr. A. E. A. Napier (representing the Lord Chancellor), Sir Frederick Pollock, Sir Charles Lucas, Sir Philip Gregory, Sir James and Lady Mills, Lady Finlay, Sir Thomas and Lady Parkinson, Sir Hartmann W. Just, Mr. D. Reid (representing Sir George Reid, M.P.), Sir Charles Chadwyck-Healey, Lady Bell and Miss Bell, Mr. Frederick Sharp (representing the New Zealand Bar), Mr. A. C. Clauson, K.C., Mr. Beaumont, K.C., Mr. Lewis Thomas, K.C., Mr. J. W. Gregory, K.C., Lieutenant-Colonel and Mrs. Findlay, Lieutenant-Colonel and Mrs. Gore Gillon, Lieutenant-Colonel Bowler, Captain T. F. Parry, Mrs. F. Williams, Mrs. Wauchope, Mr. Charles H. L. Neish (Registrar of the Privy Council), Mrs. Quick, Mrs. Widenham Maunsell, Mrs. Charles Kettle, Professor and Mrs. Sale, Mr. C. Stuart King, Mr. Robert S. Herries, and Mr. Henry Festing Jones.

The Rev. C. F. Rogers, Assistant Chaplain of the Inn, conducted the service. The sentences from the burial service, "I am the Resurrection and the Life," were followed by Psalm xxiii., and the lesson was taken from the fifth chapter of the Second Epistle of St. Paul to the Corinthians. The anthem was Stanford's "Blessed are the dead that die in the Lord," and the hymn used was "O God, our help in ages past." At the conclusion of the service Handel's "Dead March" from "Saul" was played on the organ.

Legal News.

Honours.

The following are included in the New Year's List of Honours:—

The Right Hon. LORD MERSEY has been created a Viscount of the United Kingdom. Born in 1840, Lord Mersey was called to the Bar in 1870. He represented the Exchange Division of Liverpool in Parliament from 1895 to 1897, and during that period he was a member of the South African Committee of the House of Commons. In 1897 he was raised to the Bench, and five years later he was appointed a member of the Royal Commission for Revision of Martial Law Sentences in South Africa. He was afterwards President of the Railway and Canal Commission and Bankruptcy Judge. In 1909 he was made President of the Probate, Divorce, and Admiralty Division. As a Wreck Commissioner he conducted the inquiries into the loss of many notable vessels, among them *The Titanic* and *The Empress of Ireland*. More recently he presided at the inquiries into the destruction of *The Falaba* and *The Lusitania*. Lord Mersey was raised to the peerage in 1910. He married in 1871 a daughter of the late Mr. John Rogers, of Liverpool, and has two sons, the elder of whom is Captain the Hon. C. C. Bigham.

Mr. DONALD MACLEAN has been appointed a member of the Privy Council. Liberal M.P. for Peebles and Selkirk since 1910, Mr. Donald Maclean is Deputy Chairman of Committees of the House of Commons. He was appointed to the Committee set up by the Treasury early in the war to deal with the authorization of advances to British export traders in respect of debts outstanding in foreign countries and colonies, and has done good work in this connection. He is a member of the firm of Donald Maclean & Handcock, of London and Cardiff.

The following have been created Baronets:—

The Right Hon. IGNATIUS JOHN O'BRIEN, K.C., who has been Lord Chancellor of Ireland since 1913. The youngest son of Mr. Mark J. O'Brien, of Cork, he was born in 1857, was called to the Irish Bar in 1881, became Q.C. in 1899, Solicitor-General for Ireland in 1911, and Attorney-General in 1912.

Sir JOHN JARDINE, K.C.I.E., M.P., who was for twelve years (1895-97) a Judge of the High Court of Judicature at Bombay, and has represented Roxburghshire since 1906 as a Unionist. He is a J.P. for Surrey, having a residence at Godalming.

The Hon. CHARLES RUSSELL, who is a member of the firm of Charles Russell & Co., solicitors. He is the second son of the late Lord Russell of Killowen, and was born in 1863. In 1893 he acted as solicitor for the British Agent in the Behring Sea Arbitration between Great Britain and the United States. He was appointed in 1896 Legal Adviser in England for the Government of the Dominion of Canada.

The following have received the honour of Knighthood:—

Mr. FREDERIC SAMUEL AUGUSTUS BOURNE, C.M.G., who is Assistant Judge of his Majesty's Supreme Court for China and Korea at Shanghai and Judge of his Majesty's High Court at Wei-hai-Wei, has seen much service in the Far East. Entering the China Consular Service in 1876 he was employed on special service ten years later, spending a year exploring the country bordering on Ton-king. He was called to the Bar by Lincoln's Inn in 1890, and in 1893 became his Majesty's Vice-Consul at Canton.

Mr. ROBERT WALLACE, K.C., who has been Chairman of the London Sessions since 1907.

Mr. WILLIAM MIDDLEBROOK, M.P., a member of the firm of Wm. and E. H. Middlebrook, solicitors, of Leeds, Birstall and Morley. Mr. Middlebrook has been Liberal member for South Leeds since 1908, and has been twice Mayor of Morley and once Lord Mayor of Leeds.

Mr. WILLIAM EDWIN BRUNYATE, C.M.G., Legal Counsellor to the Egyptian Government, has been made a K.C.M.G. Mr. Brunyate is the second son of the late Rev. W. Brunyate, Governor of Kingswood School, Bath. He was Second Wrangler in 1888 and Smith's prizeman, 1890, and in the latter year was President of the Union. In the same year he was elected Fellow of Trinity College, Cambridge, and was called to the Bar at Lincoln's Inn in 1894. He entered the Egyptian Government Service in 1898.

Changes in Partnerships. Dissolutions.

WILLIAM HUGH ROSE and JOSEPH McCANNA, solicitors (Rose, McCanna, & Co.), Broad-street House, New Broad-street, in the city of London. Dec. 31. [Gazette, Jan. 14.]

WILLIAM JAMES WATSON, HARRY CRAWFORD WATSON, and BERNARD NORMAN WELLS, solicitors (Watson, Watson, & Wells), Barnard Castle, Darlington, and Middleton-in-Teesdale, in the county of Durham. Oct. 1, 1913. So far as concerns the said William James Watson, who retires from the said firm. The said Harry Crawford Watson and Bernard Norman Wells will continue to carry on the said business in partnership under the style of Watson, Watson, & Wells. [Gazette, Jan. 18.]

Information Required.

BEVERLEY.—LOST DEED.—To Solicitors, Bankers, and Others.—Any person having information concerning the original or draft of a deed poll settlement by Mrs. Elizabeth Beverley, late of Headingley, near Leeds, widow, dated 28th October, 1871, and believed to have been prepared by the late firm of Smith & Hopps, or Joseph Hopps, solicitors, Leeds, is requested to communicate with Mr. H. C. Pershouse, solicitor, Wilts and Dorset Bank Chambers, Corn-street, Bristol.

General.

The Board of Inland Revenue have appointed Messrs. J. W. Sowrey and E. Clark to be Deputy Chief Inspectors of Stamps and Taxes.

Captain Winfield Joyce Bonser, 12th Rifle Brigade, of Eaton-place, S.W., barrister-at-law, only son of the late Sir John Winfield Bonser, who was killed in Flanders on 25th September, left estate £22,220 gross value.

Herr Liebknecht, says the *Times*, has requested the Administrative Office of the Reichstag to strike his name off the list of members of the Socialist Party in the Reichstag and to enter it on the list of members belonging to no party.

Sir Arthur M. Channell, ex-Judge of the High Court, was foreman of the Grand Jury at the Somerset Assizes at Taunton, on Wednesday, and Mr. Justice Ridley, the presiding judge, expressed his great pleasure at seeing such a very old friend in that position.

For the first time in forty-five years there were no prisoners at the Berkshire Assizes held at Reading last week. The High Sheriff, Mr. J. J. Eyston, presented a pair of white gold-laced gloves to Mr. Justice Avory, the chief officials of the Court being each presented with tan gloves.

At Rochester, on Wednesday, Judge Shortt awarded Mrs. Read, mother of a solicitor's clerk, £200 compensation against his employer, a magistrates' clerk. Read was killed by being knocked off his bicycle by a motor-car while riding from Northfleet Police Court back to Rochester. The judge held that the accident arose out of his employment.

The numerous complaints of counsel against the acoustic properties of the Judge's Court at the Old Bailey were added to on Monday (says the *Westminster Gazette*). Mr. Hume Williams said it was a fearful experience to find one's words being hurled back at one from the dome directly they had been uttered, and made one sympathise with the jury at hearing counsel's address twice over. It was not pleasant to have one's words recoiling on one so prematurely. Mr. Justice Darling said he had heard before of the difficulties of counsel. "I have been told," he added, "that in one case where a judge pronounced a sentence of seven years' penal servitude the prisoner was paralysed by hearing a voice from the roof giving him another sentence." Mr. Hume Williams: I do not think that is any worse than hearing counsel's speech twice over.

In a special report on the increase of juvenile crime at Croydon the magistrates' clerk points out that it began with the conversion of various day schools into hospitals, which necessitated the scholars being placed on half-time. During the last two months of 1915 there were twenty-four children concerned in indictable offences as compared with seven adults.

In the course of an action, on Monday, by a money-lender for money lent, Mr. Justice A. T. Lawrence said:—"This prejudice against money-lenders is ridiculous. Either they ought to be abolished or they ought to be treated as human beings. I can see no evidence that any induce-

ment had been held out to the defendant to borrow, except the fact that the money-lender was quite a good-looking woman."

In the House of Commons, on Monday, Mr. Herbert Samuel, replying to Mr. Trevelyan, said: Meetings which are limited to opposition to the passage of the Military Service (No. 2) Bill, or to advocating its repeal if passed into an Act, or to opposition to any extension of compulsory service, and writings of the same character, would not be liable to suppression. But if there were violence, or incitement to violence, or to illegal action, or if the law were transgressed in any other way, the object for which the meetings were held or the writings published would not, of course, entitle them to any exceptional treatment.

In the House of Commons, on Monday, Lord R. Cecil, replying to Mr. King, said: British property in Germany is in the hands of administrators appointed by the German Government. If a British subject in this country made an application to register property in Germany on behalf of a British subject interned in Germany the Public Trustee would accept it. Applications to register property in enemy countries can only be made by British subjects resident in this country.

In the House of Commons, on the 13th inst., the Chancellor of the Exchequer, replying to Sir J. D. Rees, said: A person who pays in advance an instalment of tax which is payable on or before 1st July would be able, under the Income Tax Acts, to obtain an allowance of discount calculated at the rate of 2½ per cent. per annum for the period from the date of payment to July 1. The payment in advance must be made to the Accountant-General at Somerset House, or to the proper collector of Customs and Excise, and the discount must be claimed at the time.

A verdict of accidental death was returned at an inquest at Poplar on the 14th inst. on the body of a labourer, aged seventy-three years, who was killed by a motor-omnibus almost opposite Limehouse Town Hall, Commercial-road. It was stated that many fatal accidents have occurred there. The Coroner said that crossing any road at night in these days required great care. Indeed, he thought that people of seventy-three years of age ought not to be in the road at night. The public were suffering great inconvenience owing to diminished lighting, but, after all, that was preferable to enemy guns or bombs.

In the House of Commons, on Wednesday, Mr. Acland, in reply to Mr. R. Gwynne, said the Deutsche Bank London Agency has not yet completely discharged its liabilities to creditors other than enemy creditors. The bank has not since the beginning of the war been allowed to undertake any new business, and is only a going concern in the sense that it has been kept open for the sole purpose of discharging its liabilities to British, Allied, and neutral creditors. My right hon. friend is informed that of the original staff of 402 at the time of the outbreak of war, exactly 100, including the manager, are still employed at the bank under the supervision of Sir William Plender. The weekly cost of the control and supervision of the bank is, it is understood, about £92. This cost is borne by the bank, and no expense is incurred from public funds in connection with such control and supervision. Mr. R. Gwynne: Why is it necessary to employ Germans at all? Mr. Acland: I believe the number at the beginning of the war was 100, and it has now been reduced to 10. They cannot get it lower and keep up the efficiency of the business.

"OLD" Varsity Men will be glad to know that they can still obtain their favourite Lounge Chair, one of the most delightful reminders of College days. On account of its luxurious comfort, remarkable durability and moderate cost, it is ideal for study and smoking-room. Prices from 22s. 6d. to 35s. 6d., according to length. Patterns of the coverings post free. WILLIAM BAKER & CO., LTD., The Broad, Oxford.—(Advt.)

Court Papers.

Supreme Court of Judicature.

ROYAL REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROYA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EYE.
Monday .. Jan. 24	Mr. Goldschmidt	Mr. Gresswell	Mr. Leach	Mr. Farmer
Tuesday .. 25	Borror	Bloxam	Goldschmidt	Syng
Wednesday .. 26	Leach	Church	Church	Bloxam
Thursday .. 27	Church	Borror	Gresswell	Goldschmidt
Friday .. 28	Syng	Goldschmidt	Jolly	Leach
Saturday .. 29	Farmer	Leach	Borror	Church

Date.	Mr. Justice SARGANT.	Mr. Justice ARTHUR.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday .. Jan. 24	Mr. Church	Mr. Borror	Mr. Jolly	Mr. Bloxam
Tuesday .. 25	Farmer	Leach	Gresswell	Jolly
Wednesday .. 26	Goldschmidt	Gresswell	Borror	Syng
Thursday .. 27	Leach	Jolly	Syng	Farmer
Friday .. 28	Borror	Bloxam	Farmer	Church
Saturday .. 29	Gresswell	Syng	Bloxam	Goldschmidt

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—FRIDAY, Jan. 7.

CHRISTINEVILLE RUBBER ESTATES, LTD.—Creditors are required, on or before Mar. 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Green, 52, New Broad st., liquidator.
IVORY COAST CORPORATION, LTD.—Creditors are required, on or before Jan. 31 to send their names and addresses, and the particulars of their debts or claims, to James Fairbairn, 6, Broad Street pl., liquidator.
MADAME ELMA, LTD.—Creditors are required, on or before Jan. 20, to send their names and addresses, and the particulars of their debts or claims, to Alfred Page, 28, King st., liquidator.
NATOMAS SYNDICATE, LTD.—Creditors are required, on or before Jan. 21, to send their names and addresses, and the particulars of their debts or claims, to James Henry Newman Webbells, 5, London Wall bldgs, Finsbury cir., liquidator.
THE WESTERN FINANCE ASSOCIATION, LTD.—Creditors are required, on or before Feb. 26, to send their names and addresses, and the particulars of their debts or claims to John Henry Watling, 40, Broad st., Bristol, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—TUESDAY, Jan. 11.

PARANA POWER SYNDICATE, LTD.—Creditors are required, on or before Feb. 1, to send in their names and addresses, and the particulars of their debts or claims, to Lionel Maltby, 4, London Wall bldgs, Finsbury cir., liquidator.
WILKINSON CATERERS, LTD.—Creditors are required, on or before Jan. 31, to send their names and addresses, and the particulars of their debts or claims, to Percival White, 6, Sussex terr., Princess sq., Plymouth, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—FRIDAY, Jan. 14.

MIDLAND VACUUM CLEANER CO., LTD.—Creditors are required, on or before Jan. 31, to send their names and addresses, and the particulars of their debts or claims, to Percy A. Morrison and Frank Ward, Temple courts, 55, Temple row, Birmingham, liquidators.
OSWELL JOINERY CO., LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan. 26, to send their names and addresses, and the particulars of their debts or claims, to George James Toy, 17, South st., liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—TUESDAY, Jan. 18.

BRISTOL ENGINEERING CO., LTD.—Creditors are required, on or before Feb. 22, to send their names and addresses, and the particulars of their debts or claims to Frederick Ernest Kewley, 12, The Straits, Fishponds, Bristol, liquidator.
MOBLEY SPINNING CO., LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb. 14, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Charles Atkins, liquidator, care of Messrs. John C. Atkins & Son, Prudential bldgs, Union st.
PRESTON SHOE AND SLIPPER MAKERS, LTD.—Creditors are required, on or before Feb. 11, to send their names and addresses, and the particulars of their debts or claims, to Mr. Robert Edwin Smalley, 9, Chapel st., Preston, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Jan. 7.

Samuel Roberts, Ltd.
Christineville Rubber Estates, Ltd.
Whitmore, Ltd.
Staffords (London) Ltd.
Army Motor Lorries & Wagon Co., Ltd.
Frederick Tarrant & Co., Ltd.
Ashanti Rovers & Concessions, Ltd.
Reardmores Ltd.
Katapo Medicated Air Co., Ltd.
B. W., Ltd.
Whitecroft Steamship Co., Ltd.
London & African Syndicate, Ltd.
Andrews & Bushell, Ltd.
Abus Steamship Co., Ltd.
Vale of Berkeley Dairy Co., Ltd.
Natomas Syndicate, Ltd.
Rubber Machinery Co., Ltd.
Leucra Steamship Co., Ltd.
South Wales Wireless Training College, Ltd.
Mason's Foreign Patents, Ltd.
Leighton & Co., Ltd.

London Gazette—TUESDAY, Jan. 11.

Gwincar Tin Mines, Ltd.
H. R. S. Ltd.
Mons Bacon Factory and Farmers' Associa-
tion, Ltd.
C. B. Syndicate, Ltd.
British Oriole Co., Ltd.
Saint Albans Plate Glass Insurance Co., Ltd.
Ventnor Road Cars, Ltd.
Premier Exploration Co., Ltd.
Derby Umbrella Manufacturers, Ltd.
Diamond Exploration and Finance Syndicate, Ltd.
British South American Trading Co., Ltd.
Light Steel Tubular Wheels, Ltd.
Cameroon Development Co., Ltd.
London Oil Syndicate, Ltd.
Cornubia Tin Co., Ltd.
World Steamship Co., Ltd.
Humber Refinery, Ltd.
Furness and Sheard, Ltd.

London Gazette—FRIDAY, Jan. 14.

White Rock Chemical Co., Ltd.
Fentridge Manufacturing Co., Ltd.
Syndicate Reves, Ltd.
Dawson, Watson & Co., Ltd.
Sheffield & Swedish Steel & Iron Co., Ltd.
Hikeston Motor & Electrical Engineering Co., Ltd.
F. Jahn & Co., Ltd.
Torkington Tires, Ltd.
Brynmor Shipping Co., Ltd.
Reilrose Steamship Co., Ltd.
Burslem Skating Rink Co., Ltd.
Universal Copyrights, Ltd.
McNullochs, Ltd.
Syltroom Co., Ltd.

London Gazette—TUESDAY, Jan. 18.

With Rubber Estates, Ltd.
Crawfords Coach, Van and Motor Builders, Ltd.
The Alton Picture Theatre, Ltd.
Derby Club, Ltd.
Box Office Attractions, Ltd.
White & Pike, Ltd.
Electric Pavilion (High Street, Putney), Ltd.
North Harbour Pilot Boat Co., Ltd.
Britton Ferry
Fred. Kendall, Ltd.
Chrome-Embossing Syndicate, Ltd.
Isle of Man Meat and Produce Co., Ltd.
Dawlish Steamship Co., Ltd.
Congregational Publishing Co., Ltd.
Inventions & Appliances, Ltd.
Wigan Investment Co., Ltd.
Fleitas Motors, Ltd.
Copyrights, Ltd.
Oil & Mining Investors, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 7.

ANYING, RILAS REWDLIN, Eilburton, nr Plymouth Feb 5 Bond & Pearce, Plymouth
 BARKLEY, JAMES MICHAEL BLAKELEY, Templars av, Golders Green, Actor Feb 10
 Wilkins & Co, Bedford st
 BENT, LUCY, Leigh, Lancs Feb 3 Marsh & Co, Leigh
 BORTH, RALPH, Stalybridge, Chester Feb 8 Simister, Stalybridge
 BROOKS, SAMUEL, Redhill, Surrey Feb 14 Johnson & Son, Gray's Inn sq
 CASH, MILDRED, Starminster Marshall, Dorset Jan 24 Luff & Raymond, Wimborne
 Minister
 DAYCOCK, MARY ANN, Lauriston rd, South Hackney Feb 1 Tatham & Co, Queen
 Victoria st
 DEWE, CHARLOTTE, Southampton Feb 13 Waller & Thornback, Southampton
 ELIN, JOHN DUDER, Yealington, Devon, Farmer Jan 31 Woolcombes & Yonge, Ply-
 mouth
 FISHER, FANNY HARRIETT, Chapel st, Belgrave sq Feb 15 Trotter & Patteson,
 Victoria st
 GRAYSON, BENJAMIN, Wigginton, Yorks Feb 8 J.E. & A Peters, York
 GRIVETTER, MARY ANNA, Landover, Carmarthen Feb 10 Barker & Co, Carmarthen
 GOWIE, ISAAC, Wallingford, Berks, Gardener Feb 4 Hatt, Wallingford
 GROWTHOR, HON RICHARD EUSTACE, Piccadilly Mar 1 Wilmot & Co, Clement's inn,
 Strand
 HARRISON, MAUDE ANNIE, Manchester Jan 31 Preston & Smith, Manchester
 HENNETT, EDWARD GEORGE, Devonport Devon Feb 7 Daisell, Victoria st
 HILL, EMMA MATILDA, Foxley rd, Brighton Feb 5 Hicks, Morgate Station chmbrs
 HILTON, MARY, Cowley, Middx Feb 20 Freeman & Son, George st, Hanover sq
 HOBBS, THOMAS, Bedale, Yorks, Bricklayer Feb 22 E.D. & B.W. Swarbrick, Bedale
 HOGGERS, REES, Ystradgynlais, Brecon Feb 7 Evans, Ystradgynlais, Glam
 HOSKIN, LEON WILLIAM HAROLD, Didsbury, Manchester Feb 7 Boddington & Co,
 Manchester
 JEFFERY, JOSHUA, Hauxton, Cambridge Feb 14 Eaden & Co, Cambridge
 JENNINGS, AGNES ANNE, Patcham, Sussex Feb 10 Nene, Brighton
 JUDS, ELIZA, Portsmouth, Licensed Victualler Mar 1 Hobbs & Brutton, Portsmouth
 KEMBALL, FRANCIS ROBERT, Buckhurst Hill, Essex Feb 14 F. H. & S. Mark in
 LOCK, JOHN, Dunster, Somerset Jan 31 Incledon & Newbery, Minehead, Somerset
 MATTHEWS, MARY RICHARDS JEMIMA, Penn rd villas, Holloway Feb 8 Carter & Bell
 1401 in, Eastcheap
 MOORE, JOHN HENRY, Hollydale rd, Peckham Feb 7 Storor, High Holborn
 MORTON, THOMAS COOPER, Cloethorpes, Lincs Feb 18 Haldesley, Great Grimsby
 MORRIS, GEORGE PHILIP, Brighton Feb 5 Mills & Co, Balfour House, Finsbury pvt
 NEWTON, JOHN MILLETT, Queen's rd, Finsbury Park Feb 18 Brunskill & Alton, Great
 James st
 ROSENTHAL, TATYAL ALIDHAI JERYUNJEE, Bambalapitva, Colombo Ceylon Feb 22
 Freeman & Cooke, Surrey st
 OSTFIELD, LAUREL ORVILLE FRANCIS, Wilton st, Grosvenor pl, Westminster Feb 23
 Freeman & Cooke, Surrey st
 PAYNE, JANE ALICE, Colwyn Bay, Denbigh Feb 5 Tomlinson & Wardle, Burton on Trent
 PEAR, HAROLD STRACHAN, Craven hill, Hyde Park Feb 7 Lewin & Co, Millbank
 House
 REWES, FREDERICK, Stalybridge, Chester Feb 5 Lord, Manchester
 EDWARDS, GWILYM EDWARD, Harwood pl, Costumier Feb 15 Flower-Ellis & Simon
 Madford st
 REAUMER, JANE ELIZABETH BLOY, Norwich Feb 10 Blyth, Norwich
 REAY, CHARLES, Waverton, Chester Feb 14 Bate, Chester
 ROSE, LOUISE, Newcastle upon Tyne Feb 6 Snowman, Leadenhall st
 SWINER, CHARLES FRANCIS EDWARD, Sandgate, Kent Feb 18 Hall, Folkestone
 STERN, HARRY TATTON, Regent st Feb 4 Richardson & Co, St James st
 TAGG, JAMES, Ilfracombe Feb 7 Rowe & Warren, Ilfracombe
 TURNER, SAPHIRA PHILLIS, Stafford Feb 9 Gears & Son, Lincoln's inn fields
 TYLER, ARTHUR GEORGE, Stroud, Glos, Cabinet Maker Jan 27 Norris, Stroud
 VERNER, JOHN DIXON, Lintborpe, nr Middlesbrough, Colliery Agent Feb 15 Hoggett
 & Bacon, Middlesbrough
 WALLACE, JOHN, Aldershot Feb 8 Foster & Wells, Farnborough, Hants
 WALTON, MARGARET, Newcastle upon Tyne Feb 17 Wilkinson & Marshall, New-
 castle upon Tyne
 WARREN, MARY ELIZABETH, Maxton, Dover Feb 2 Mowll & Mowll, Dover
 WILCOX, ELIZABETH ELLEN, Leamington Spa, Warwick Feb 12 Passman, Leamington
 Spa
 WISER, ELIZABETH, Thornaby on Tees, Yorks, Labourer Feb 5 Cohen, Stockton on
 Tees
 WINSTANLEY, ANN, Salford, Lancs Feb 7 Holmes, Salford
 WOODWARD, THOMAS, Swansea Feb 14 Davies & Co, Swansea
 WYTER, PETER MILLEMAN, Southsea, Hants Feb 23 Wansbroughs & Co, B.istol

London Gazette.—TUESDAY, Jan. 11.

BARNFIELD, MARY ANN, Handsworth, Birmingham Feb 16 Pointon, Birmingham
 BARKLEY, WALTER NEVILLE, Manchester, Cloth Salesman Feb 8 Hankinson & Son,
 Manchester

BLAIR, THOMAS WILLIAM, Leeds Feb 18 Haigh, Leeds
 BONE, ELLEN, Brighton Feb 29 Upperton & Bacon, Brighton
 BRITTON, ALFRED HOSKINS, Northumberland av Feb 22 Chubb & Pettitt, New ct
 BROWN, NICKOL, Winterstoke gds, Mill Hill Feb 15 Young & Sons, Mark in
 BROMPTON, FREDERICK RICHARD, Chiswick, Pharmacist Feb 11 Wansley & Co,
 Moorgate st
 CARTWRIGHT, WILLIAM, Dukinfield, Chester, MIMM Feb 11 Grundy, Dukinfield
 FARMER, HELEN, Cromartie rd, Hornsey Rise Feb 10 Lee & Co, Queen Victoria st
 FOX, RICHARD REYNOLDS, Plymouth March 1 Wolferstan, Plymouth
 FULTHERP, ROBERT, Dunston, Durham Jan 31 Phillipson & Co, Newcastle upon
 Tyne
 GUDGIN, ALBERT, Olney, Bucks, Miller Feb 19 Barfield & Barfield, West st, Fins-
 bury cir
 HAMMETT, ALICE, Glanwydden, Carnarvon Feb 3 Chamberlain & Johnson, Llan-
 dduno
 HARRIS, SIMON, Horn ea, Yorks, Paint and Colour Manufacturer Feb 11 Woodhouse &
 Chambers, Hull
 HARRIS, Mrs. HANNAH, Crowland, Lincs Feb 1 Hartley, Peterborough
 HILLMAN, ELIZA SARAH, Solihull, Warwick Feb 22 Mitchell & Chattock, Birmingham
 JACOBS, MARIA, East Chapel st, Mayfair, Licens d Victualler Feb 19 Windsor & Co,
 Bishopsgate
 LAIDLAW, SIR ROBERT, Hayes, Kent Feb 10 Wilkinson, Cripplegate bldgs
 LANFORD, ETHEL FRANCIS, Long Sutton, Winchfield, Hants Feb 10 Denton & Co,
 Gray's inn place
 LANE, JULIUS ALBERT, Instow, Devon Feb 12 Truefitt & Francis, Bedford row
 LEA, EDWARD, Twycross, Leicester Feb 15 Argyle & Sons, Tamworth
 LITTLE, NATHANIEL KENDRICK, Wellington, Salop Feb 11 Hardicker & Hansen, Man-
 chester
 LONG, GEORGE, Babbacombe Downs, Devon Feb 16 Head & Hill, Raymond bldgs
 LOUND, ALFRED GEORGE, Hinckley Feb 26 James & James, Ely pi
 LUCH, CHARLES, Oadby rd, Pockham Feb 12 Morris, Chancery in
 MARDEN, WILLIAM, Lower Darwen, Lancs Jan 31 Halliwell & Halliwell, Darwen
 MARTIN, ANN DUNNING, Beckenham, Kent Feb 14 Dallimore & Co, Camterwell
 New rd
 MILLS, ALICE MANN, Dukinfield, Chester Feb 11 Grundy, Dukinfield
 MORRIS, JAMES, Jun, Bolton Feb 12 Fairbrother, Bolton
 MOSLEY, CHARLES RICHARD, Halesowen Jan 31 Green, Cradley Heath
 NEWBOLD, MARY ELIZABETH, Castlechurch, Staffs Feb 29 Lea, Tillington, Staffs
 NICHOLS, LYDIA ANN, New Ferry, Chester Feb 10 Hindley, Liverpool
 O'BRIEN, KATHERINE, East Sheen, Surrey Feb 19 Kimbers & Bostman, Lombard st
 POCHIN, EMILY LOUISE, Leicester Feb 12 Stevenson & Son, Leicester
 POOCK, S r GEORGE FRANCIS COVENTRY, Ryde Isle of Wight Feb 14 Osborn-Jenkyn
 & Son, Lincoln's inn fields
 PRICE, HENRY BERTHAN, Austin Friars House Feb 12 Roche & Co, Church ct, Old
 Jewry
 RANKING, COL WILLIAM LANCASTER, Leamington Feb 12 Wright & Co, Leamington
 RAMPARI, INNOCENTE, Lago Maggiore, Italy Bead & Sons, Queen st
 RATTENBURY, JANE, Walthamstow Jan 31 Freeman, Lea Bridge rd
 SEITH, MARY, Woodford Wells, Essex Feb 14 Pearce & Nicholls, Clement's inn,
 Strand
 THOMPSON, WILLIAM, Finnington Village, Northumberland, Farmer Feb 14 Brown &
 Son, Newcastle upon Tyne
 THOMPSON, WILLIAM, Chiswick, Pawnbroker Feb 12 Truefitt & Francis, Bedford row
 VICKERS, JOHN DIXON, Lintborpe, nr Middlesbrough, Colliery Agent Feb 15 Hoggett
 & Bacon, Middlesbrough
 WALLACE, JAMES, Ainswick, Decorator Feb 7 Dickson & Co, Ainswick
 WELCH, JAMES CHARLES, Daybrook rd, Streatham hill Feb 5 Stileman & Neate,
 Southampton st, Bloomsbury
 WHITE, FANNY, Fowey, Cornwall Feb 17 Janson & Co, College hill
 WOOD, LYDIA, Leeds Feb 9 Brooke & Dyer, Leeds

London Gazette.—FRIDAY, Jan. 14.

BAIGENT, ALFRED, Greenwich Feb 19 Batchelor & Batchelor, Church st, Greenwich
 BANNER, CAPT WALOOT HARMOOD, Preston Brook, nr Warrington Feb 21 Evans &
 Co, Liverpool
 BARDILL, WILLIAM, West Bridgford, Notts, Engineer Feb 15 Julian, Nottingham
 BARTHAM, WILLIAM IRELAND, Little Wighton, Yorks, Farmer Feb 14 Laverack &
 Co, Hull
 COLLESTER, JAMES, Hurstpierpoint, Sussex Feb 14 Nye & Donne, Brighton
 CROSS, JOHN, Beckingham Nottingham Feb 10 Burton & Dyaon, Gainsborough
 DELO, LEEKE AMOS, Medora rd, Brighton Feb 20 Timbrell & Deighton, Cannon st
 DRIFFIELD, VERO CHARLES, Appleton, nr Widnes, Lancs Feb 15 Collins & Co, Liver-
 pool
 DRIKWATER, ASSENATH, New Brentford, Middx Feb 14 Laverack & Co, Hull
 DUNKIN, ELIZABETH, Trinity rd, Upper Tooting Feb 16 Pritchard & Co, Painters' Hall
 Little Trinity in
 DURREIDGE, THOMAS, Bromley Feb 21 Rivington & Son, Fenchurch bldgs
 DIAS, JONAS, JP, Kingsbury, Middx Feb 21 Deacon & Co, Eldon st, Finsbury circuit
 ENGALL, SELINA HARRIET HASSELTINE, Staines, Middx Feb 19 Horne & Co, Staines
 ETHERINGTON-SMITH, THOMAS BASIL, Cairo, Egypt Feb 8 Ellis & Co, Albemarle st
 EWALD, Rev WILLIAM HARRIS, Morecambe, Lancs Feb 7 Maxsted & Co, Lancaster
 GUILLEBAUD, ERIC CYRIL, Bathford, Somerset Feb 20 E.J. & A Peters, York
 HOWARD, LEON LYDULPH WALTER MOWBRAY Shackleton, Godalming, Surrey Feb 14
 Guedalla & Jacobson, Winchester House, Old Broad st
 LANBERT, WILLIAM, Wolstanton, Staffs Feb 10 Boulton, Farslem, Stoke on Trent
 LITTLEWOOD, THOMAS, Oldham Feb 23 Jackson & Son, Oldham

THE LICENSEES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

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APPLY FOR PROSPECTUS.

LEWIS, JOHN HEYS, Manchester, Cloth Manufacturer Feb 15 Farrington, Blackpool
 LEWIS, Prof VIVIAN DYAM, Wraybury, Bucks Feb 21 Nicholson & Co, Coleman at
 LUTTRELL, MARY FRANCES, Gloucester st, South Belgrave Feb 29 Ellis & Co, Raymond bldg, Gray's Inn
 MALONEY, TIMOTHY EDWARD, Dawes rd, Fulham, Beerhouse Keeper Feb 29 Yeilding & Co, Vincent sq, Westminster
 MASHAM, MARY, Lepton, nr Derby Feb 15 Drewry & Co, Burton on Trent
 MURRAY, SIMON, Golder's Green rd, Golder's Green Feb 19 Carter & Barber, Eldon st
 PERKINS, JANE, Steyning, Sussex Feb 11 Fl wers & Son, Steyning
 PITT ANN, Golder's Green, Middx Feb 23 Pearce & Co, East Grinstead
 READ, ANN ELIZABETH, High Garrett, Essex Feb 15 Smith, Halstead, Essex
 RHODES, MARGARET, East Farndon, Northampton Feb 10 Clarke & Son, Priest n
 RICHARDS, EDWARD DAUBENT GRIFFITH, Bournemouth Feb 29 Rowland, Bournemouth
 ROBINSON, KENNETH, Llandudno, Physician Feb 12 Chamberlain & Johnson, Llandudno
 ROGERS, CECIL, Ashpington, nr Totnes, Devon Feb 14 Leach & Co, St Helen's pl
 ROMER, FREDERICK CHARLES, Haslemere, Surrey Feb 18 Romer, Bucklebury
 SHIMMAN, SOLOMAN JOSEPH, Gloucester rd, Brownwood Park, Midldx, Furrier Feb 7 Brown & Co, Lennox House, Norfolk st
 SIDDALL, JOHN, Oakhangar Hall, nr Crewe Feb 10 Boulton, Burslem, Stoke on Trent
 SMITH, DANIEL, Old Weston, Hunts Feb 5 Hunnybun & Sons, Huntingdon
 STEVENS, Rev LIONEL, Royston, Herts Mar 1 Capron & Co, Savile pl, Conduit st
 STRATFORD, ALICE MAUD, Westbourne, Bournemouth, Fancy Draper Feb 15 Sherrin, Bournemouth
 TAYLOR, JOHN HENRY, Halifax, Carting Agent Feb 18 Mackrell, Halifax
 THOMAS, OWEN, Dunsmuir rd, Stamford Hill Feb 12 Rowlands, Fleet at
 THORP, WILLIAM, Leigh, Essex Feb 22 Tolhurst & Cozens, Southend
 TOWLS, CHARLOTTE ELIZABETH, Bristol Feb 28 Harley & Son, Bristol
 TURNER, ALBERT, Ashton on Mersey, Cheshire, Aniline Colour Manufacturer Feb 17 Walker, Manchester
 TURNER, ELIZABETH, Clitheroe, Lancs Mar 1 Baldwin & Co, Clitheroe
 WADLEY, FROSTER VERNON, Evesham, Worcester Feb 29 Byrch & Co, Evesham
 WESTMORELAND, HELEN LOUISA, Cambridge Mar 1 Stanley, Cambridge

London Gazette.—TUESDAY, Jan. 18.

BATTERS, WILLIAM, Hargrave, Engineer's Accountant Feb 14 Raworth & Co, Hargrave
 BIRNS, OWEN WILSON, Mansfield, Bradford Feb 28 Jubb & Co, Halifax
 COLLIERSON, EDWIN REAR, Wolverhampton Feb 21 Greene & Underhill, Bedford row
 CROKER-KING, Lt. Col. CHAS EDGAR, Cheltenham Feb 14 Brydges & Co, Cheltenham
 DE VILLAIN, CONSTANCE LOUISE GENEVIEVE MALET, Alpes-Maritimes, France Feb 8 Ellis & Co, Albemarle st
 FARROW, WILLIAM GILL, Easington ln, Durham, Painter and Decorator Feb 19 Marshall, Durham

Bankruptcy Notices.

London Gazette.—TUESDAY, Jan. 4.

RECEIVING ORDERS.

BANTHROP, WALTER JOHN, Ipswich, Brushmaker Ipswich Pet Dec 30 Ord Dec 30
 CHIFFINS, HAROLD WILLIAM JOSHUA, Scafrth, Sussex Boarding House Proprietor Lewes Pet Nov 30 Ord Dec 31
 EDWARDS, HENRY JACKSON, Oldham, Motor Car Dealer Oldham Pet Dec 31 Ord Dec 31
 FROST, CHARLES THOMAS, Acomb, Yorks, Tailor York Pet Dec 30 Ord Dec 30
 GARBUTT, AUGUSTINE, Leeds Leeds Pet Dec 31 Ord Dec 31
 GARDNER, WALTER JAMES, Sketty, nr Swansea, Dairyman Swansea Pet Dec 4 Ord Dec 31
 GILES, ALBERT EDWARD, Beeston, Notts, Baker Nottingham Pet Dec 30 Ord Dec 30
 GOULDING, ERNEST, Sheffield, Tobacconist Sheffield Pet Dec 31 Ord Dec 31
 JAMES, WILLIAM SHATFORD, Pritchley Grange, Northampton Farmer Northampton Pet Dec 30 Ord Dec 30
 PACKER, LEONARD FREDERICK, Princes Risborough, Bucks Aylesbury Pet Dec 28 Ord Dec 28
 SCRIBER, FREDERICK GEORGE, Swansea, Journeyman Mason Swansea Pet Dec 30 Ord Dec 30
 STOKES, FREDERICK, Luton, Beds, Straw Hat Manufacturer Luton Pet Dec 30 Ord Dec 30
 THOMAS, WILLIAM, Flyongrow, nr Mostyn, Flint, Grocer's Assistant Chester Pet Dec 3 Ord Dec 30
 WILD, WILLIAM CAREY, Halifax, Electrical Engineer Halifax Pet Dec 30 Ord Dec 30
 WILL, LOUIS EUGENE FREDERICK, Fenchurch st, Cigar Merchant High Court Pet Nov 26 Ord Dec 3
 YATES, H. I., Anson rd, Holloway High Court Pet Aug 23 Ord Dec 30

Amended Notice substituted for that published in the London Gazette of Dec 17:

ANDREW, CHARLES ARTHUR, Shurstone rd, Hackney Journeyman Boot Repairer Salford Pet Nov 19 Ord Dec 14

FIRST MEETINGS.

BANTHROP, WALTER JOHN, Ipswich, Brushmaker Jan 12 at 11 Off Rec, 36, Princes st, Ipswich
 BENNETT, JOHN, Ecclesfield, Yorks Butcher Jan 11 at 12 Off Rec, Figures ln, Sheffield
 CHILTON, J. B., Darlington, Coal Merchant Jan 11 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 DEAKIN, GEORGE, Thrybergh, nr Rotherham Jan 11 at 11.30 Off Rec, Figure ln, Sheffield
 FELTHOUSE, ANNIE, Birkdale, Southport Jan 12 at 11 Off Rec, Union Marine bldg, 11, Dale at, Liverpool
 FROST, CHARLES THOMAS, Acomb, nr York, Tailor Jan 13 at 3 Off Rec, The Red House, Duncumb pl, York
 JEFFERY, BESSIE JANE, Margate Jan 12 at 11.15 Off Rec, 68A, Castle st, Canterbury

GALL, JOHN ROBERT, Norton, nr Stockton on Tees Feb 17 Cohen, Stockton on Tees
 GIMBLETT, FREDERICK, Adam st, Adelphi Mar 18 Rye & Eyre, Golden sq
 GOODING, HENRY, Needham Market, Suffolk Feb 12 Hayward & Son, Needham Market
 GOULD, MARY, High Ham, Somerset Mar 1 Boase, Penzance
 HANPER, ALBERT EDWARD, Much Dewchurch, Hereford, Farmer Feb 28 Matthews Hereford
 HILL, THOMAS HESLOP, Andover, Hants Feb 28 Bulraig & Davis, Donington House, Norfolk at
 HYDE, SAMUEL, Newton Heath, Manchester Feb 17 Swire & Higson, Manchester
 IRWIN, EMILY, Seaton, Devon Jan 31 Irwin, Newcastle upon Tyne
 IRWIN, LUCY FRANCES, Lynehow, Cumberland Jan 31 Irwin, Newcastle upon Tyne
 JENKINSON, WILLIAM, Herne Bay, Kent Feb 28 Bows, Herne Bay
 JEVON, JOHN HENRY, Folkestone Jan 31 Chapman, Moorgate Station chmbrs
 LANDER, WILLIAM, Leicester Mar 1 Selshury & Woodhouse, Leicester
 LEWIS, JOHN HEYS, Manchester, Cloth Manufacturer Feb 15 Farrington, Blackpool
 McDONALD, JAMES FERGUSON, Woodland glns, Mansfield Hill Feb 15 Capron & Co, Savile pl, Conduit st
 MARSHALL, HENRY, Saxilby, Lincoln Feb 14 Burton & C, Stonebow, Lincoln
 MARRIS, MARY, Kingston Hill, Surrey Feb 14 Carter & Co, Kingston on Thames
 MAWBY, WALTER JOHN, Eccles, nr Manchester, Commercial Traveller Feb 10 Lea Manchester
 MAYNED, MARY ANN, Margate Feb 29 Hill, Margate
 MUELO, MARY ANNE, Torquay Feb 15 Budd & Co, Austin Friars
 NUTTALL, JEFFREY PYBUS, Whitefield, Lancs, Chartered Accountant Feb 20 Higson & Co, Manchester
 ROBERTS, ISAAC, Abergele, Denbigh, Builder Feb 3 Crabbe, Abergele
 SALAMAN, LEWIS HENRY, Edgbaston, Birmingham, Manufacturing Jeweller Feb 13 Brooks & Monk, Birmingham
 SCHOLEFIELD, MARY, Newcastle upon Tyne Feb 14 Botterell & Co, Newcastle upon Tyne
 SCOTT, JOHN THOMAS, Wimbledon, Surrey Feb 24 Huntley & Son, Toolay st
 SIMMONS, HARRIET ELIZABETH, Paigrove, Suffolk Feb 15 Lyas & Sons, Diss
 SKIPP, FREDERICK, Stockton on Tees Feb 17 Cohen, Stockton on Tees
 SLADE, ELIZA MARIANNE, Leicester Feb 28 Stone & Co, Leicester
 SPINKS, ROBERT RAYEN, Birchanger rd, South Norwood Feb 23 Barber & Son, St Swithin's ln
 STEVENS, JAMES, Whitehorse ln, South Norwood Feb 14 Wild & Co, Fenchurch st
 TARE, SHELLEY, Chorlton upon Medlock, Manchester, Violin Maker and Repairer Feb 16 Lea, Manchester
 WALFORD, EDWARD JOHN, Langford pl, St John's Wood Mar 1 Horsley & Weightman, Guildhall chmbrs
 WALTER, WILLIAM FREDERICK, Bedford Mar 1 Capron & Co, Savile pl, Conduit st
 WELBY, Rt Hon Sir REGINALD EARLE, Baron Welby of Allington, GCB, Lyndham, Southampton Feb 19 Roys & Co, Bedford sq
 WILKINSON, JOHN, Southall, Middx Feb 17 Houlder, Chancery ln
 WILSON, LEONARD HUTCHINSON, Blockley, Worcester, Farm Bailiff Feb 18 Rigg & Strong, Wigton

MARTIN, HERBERT LEOPOLD BRETT, Bournemouth, Grocer Jan 12 at 2.30 St Peter's Hall, Hinton rd, Bournemouth
 MACKINTOSH, W MACDONALD, Liverpool Jan 12 at 12 Off Rec, Union Marine bldg, 11, Dale st, Liverpool
 PICKETT, ROBERT, sen, Ilfracombe, Builder Jan 13 at 2.30 Off Rec, 9, B dford circus, Ex-ter
 REES, MARGARET, Newtown, Montgomery Jan 19 at 1.30 1, High st, Newtown
 SCRIBER, FREDERICK GEORGE, Swansea, Journeyman Mason Jan 12 at 11 Off Rec, Government bldgs, St Mary st, Swansea
 SMITH, ARTHUR, Brixhill, nr Ashford, Kent, Wholesale Fruiterer Jan 12 at 10.45 Off Rec, 68A, Castle st, Canterbury
 WILD, WILLIAM CAREY, Halifax, Electrical Engineer Jan 12 at 2.45 County Court House, Prescott st, Halifax
 WILL, LOUIS EUGENE FREDERICK, Fenchurch st, Cigar Merchant Jan 12 at 11 Bankruptcy bldgs, Carey at
 YATES, H. I., Anson rd, Holloway Jan 12 at 12 Bankruptcy bldgs, Carey at

ADJUDICATIONS.

ANDREW, CHARLES ARTHUR, Shurstone rd, Hackney, Journeyman Boot Repairer Salford Pet Nov 19 Ord Dec 30
 BANTHROP, WALTER JOHN, Ipswich, Brushmaker Ipswich Pet Dec 30 Ord Dec 30
 BOWTER, ARTHUR, Westcott at Upper Norwood, Hardware Dealer Croydon Pet Dec 16 Ord Dec 30
 BRUNDEN, REGINALD LEONARD, Reading, Chemist Reading Pet Dec 23 Ord Dec 31
 CRAWFORD, HADEN, Marlow, Bucks Aylesbury Pet Nov 13 Ord Dec 22
 EDWARDS, HENRY JACKSON, Oldham, Motor Car Dealer Oldham Pet Dec 31 Ord Dec 31
 FROST, CHARLES THOMAS, Acomb, Yorks, Tailor York Pet Dec 30 Ord Dec 30
 GARBUTT, AUGUSTINE, Leeds Leeds Pet Dec 31 Ord Dec 31
 GILES, ALBERT EDWARD, Beeston, Notts, Baker Nottingham Pet Dec 30 Ord Dec 30
 GOULDING, ERNEST, Sheffield, Tobacconist Sheffield Pet Dec 31 Ord Dec 31
 HARRINGTON, WILLIAM FRANCES, Brighton, Clothier Brighton Pet Nov 5 Ord Dec 30
 HAYWOOD, CECIL THOMPSON, Thames Ditton, Surrey, Builder Kingston, Surrey Pet Sept 16 Ord Dec 30
 JAMES, WILLIAM SHATFORD, Pritchley Grange, Northampton Farmer Northampton Pet Dec 30 Ord Dec 30
 LOKE, VALENTIN, New Kent rd, Baker High Court Pet Nov 29 Ord Dec 30
 MAAS, ALBERT MICHAEL, Hesthcape High Court Pet July 31 Ord Dec 30
 MARL, CHARLES and FLORENCE MARL, Ardwick, Manchester, Blouse Manufacturers Manchester Pet Nov 27 Ord Dec 30
 MARTIN, HERBERT LEOPOLD BRETT, Bournemouth, Grocer Pet Dec 29 Ord Dec 31
 PICKETT, ROBERT, sen, Ilfracombe, Builder Barnstable Pet Dec 9 Ord Jan 1
 POUNDER, JOHN ROBSON, Consett, Durham, Grocer Newcastle upon Tyne Pet Dec 11 Ord Dec 30
 SCRIBER, FREDERICK GEORGE, Swansea, Journeyman Mason Swansea Pet Dec 30 Ord Dec 30

STOKES, FREDERICK, Luton, Beds, Straw Hat Manufacturer Luton Pet Dec 30 Ord Dec 30
 SYMES, ERNEST, Cinderford, Glos, Surgeon Bath Pet Dec 14 Ord Dec 30
 THOMAS, WILLIAM, Flyongrow, nr Mostyn, Flint, Grocer's Assistant Chester Pet Dec 30 Ord Dec 30
 WHITMARSH, REGINALD POWELL HAYVARD, Walsall, Surgeon High Court Pet Nov 30 Ord Dec 31
 WILD, WILLIAM CAREY, Halifax, Electrical Engineer Halifax Pet Dec 30 Ord Dec 30
 WILKINS, ARTHUR BONVILLE, Finsbury pvtm House High Court Pet Aug 5 Ord Dec 30

London Gazette.—FRIDAY, Jan. 7.

RECEIVING ORDERS.

BAKER, JAMES, Hanley, Staffs, Butcher Hanley Pet Jan 5 Ord Jan 5
 BENDALL, WALTER, Littlehampton, Auctioneer Brighton Pet Dec 14 Ord Jan 4
 BOWTER, ALFRED JAMES, Coulsdon, Surrey, Fruiterer Croydon Pet Jan 3 Ord Jan 3
 BROOKES, JOHN, Teyford, Leicester, Baker Leicester Pet Jan 5 Ord Jan 5
 CULLEY, WILLIAM THURSDON, Birkbeck rd, Acton, Crdli Draper Brentford Pet Dec 10 Ord Jan 4
 DE KOVEN, CHARLES ROBERT SEMON, Hove, Sussex Brighton Pet July 16 Ord Jan 4
 FOX, GEORGE EDWIN, Charlham, Kent, Baker Canterbury Pet Jan 4 Ord Jan 4
 GARN, FRANK EYDER, Billericay, Essex High Court Pet Nov 23 Ord Jan 5
 GODDER, GEORGE WALTER, Southampton, Ship Chandler Southampton Pet Jan 5 Ord Jan 5
 HARRIS, STEPHEN MASTERS, Highbridge, Somerset, Tailor Bridgwater Pet Jan 5 Ord Jan 5
 JACKSON, BETSY, Ramsey, Hunts Peterborough Rd Dec 8 Ord Jan 1
 METCALFE, CHARLES, New Brumby, Tines, Fish Hayer Great Grimsby Pet Jan 3 Ord Jan 3
 MORGANS, JOHN, Swansea, Labourer Swansea Pet Jan 3 Ord Jan 3
 ORMEROD, SAMUEL, Radcliffe, Lancs, Baker Bolton Pet Jan 4 Ord Jan 4
 ROTHSTEN, ABRAHAM, Burdett rd, Limehouse, Boot Manufacturer High Court Pet Jan 4 Ord Jan 4
 TAYLOR, EDWARD ASHCROFT, Hoddessdon, Herts, Civil Servant Hertford Pet Jan 3 Ord Jan 3
 THACKER, HERBERT, Eoston, Lincs, Hosier Boston Pet Jan 5 Ord Jan 5
 THOMPSON, JAMES ANDREW BAIRD, Zampa rd, South Bermuda-y, Physician High Court Pet Jan 4 Ord Jan 4
 TRICKETT, ALICE, Sloane Gate mans High Court Pet Dec 13 Ord Jan 3
 WINDLEY, WILLIAM HENRY, Great Grimsby, Labourer Great Grimsby Ord Jan 5 Pet Jan 5

FIRST MEETINGS.

ANDREW, CHARLES ARTHUR, Shurstone rd, Hackney, Journeyman Boot Repairer Salford Pet Nov 19 Ord Dec 14
 BOWTER, ALFRED JAMES, Coulsdon, Surrey, Fruiterer Jan 14 at 11 132, York rd, Westminster, Bridge rd

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Canterbury

High Court

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